The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s., with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage.*

Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JUNE 9, 1866.

WE ARE GIVEN to understand that there is no foundation for the rumour which found its way into some of the morning papers, that the Government intend to introduce a bill for annexing the office of Lord Justice of Appeal in Chancery to that of Master of the Rolls, and for authorising the appointment of a fourth Vice-Chancellor. Under these circumstances, it is unnecessary for us to enter upon a consideration of the very grave objections to which such a proposition would be open—objections which, we need hardly say, have no reference to any question turning on the *personnel* of the particular judges likely to be at present affected by it.

MR. REVANS is at it again. We should have thought that the *exposé* of himself and his "association," which we duly chronicled at the time when it appeared, would have sufficed for that gentleman's extinction; but he appears to be one of those remarkable specimens of the animal kingdom who "thrive by beating."

He has issued a fresh circular, which has been, we are credibly informed, sent to various houses of business in the city. We will not characterise this circular, as it deserves, having a wholesome fear of the law of libel as at present administered, before our eyes; but we request our readers to compare the passages we have extracted therefrom, and particularly the words italicised, with the sworn evidence of Messrs. Revan & Hicks as given in this Journal.

INCORPORATED COMMERCIAL & GENERAL LEGAL ADVICE ASSOCIATION (LIMITED.)

3a, Lawrence Pountney-place,

CANNON-STREET, E.C.

Subscription Five Guineas a-year.

This institution is now in its second year, and has obtained the confidence and support of a considerable number of first-class firms in the city, including merchants, shipowners, shipbrokers, manufacturers, and wholesale houses, together with some joint-stock companies.

The Legal Advice Association has already conducted causes in most of the principal courts of common law, in the courts of equity, and even in appeal to the House of Lords. It will be seen, therefore, that it is prepared for the management of business, not merely in minor courts, but even in the very highest tribunals in the country.

The leading principles of this institution are—cheap, prompt, and sound legal advice and assistance. The security for promptness, lies in the subscription itself; since the association cannot run up long bills against the subscriber, it gains nothing by delay. *The soundness of the legal advice is secured by confining each of its lawyers, as nearly as possible, to a single branch of the law,* so that the entire concentration of his thoughts and practice being on one subject, perfection is more nearly arrived at. *With every increase in the number of its lawyers, the field of each will be more and more circumscribed,* and therefore his knowledge more and more accurate.

It is a great security to the subscriber that he and the association are always in the same boat. If he gains, they gain—costs from the other side. If he loses, they lose—their labour; for their contract forbids them to look to him for a bill of costs. Whilst, therefore, the association are eager to proceed in a sound cause, *they are without temptation to victimise their subscriber* in one that is very doubtful.

It is not astonishing that virulent attacks, *in which truth is subservient to rage,* should from time to time be made upon this institution by some of the lower class of the attorneys. They fear and hate the cheap shop. These attacks, however, prove beneficial; they advertise the association, and thus increase its subscribers.

The lynx eye of 4,000 London attorneys, ever watchful to magnify our smallest mistake into a cardinal error, *forms an admirable guarantee for our activity and probity*; and such a supervision entitles us to the perfect confidence of the public.

On this circular a correspondent makes the following pertinent remarks:—

Either its contents are true or are not true. If true, it would appear to be only the duty of the Government, either by the existing laws, or, if that is not possible, by laws to be made, to put an end to such an association; or immediately to remove all the numerous, expensive, and laborious compliances required before a man can practise the profession of an attorney or solicitor, commencing with the "preliminary examination" and the stamp tax on "articles," and ending with the final examination and stamp tax on "admission." If the contents of the circular are not true, the compilers of it deserve the most public exposure possible for their unparallelled impudence.

MRS. NEWBERY has at length succeeded in making a martyr of herself, and has, as it were, compelled Vice-Chancellor Stuart to commit her to prison for her contempt. That this has been her object there can be little doubt, looking at the ostentatious manner in which she not only refused obedience to the order of the Court, but "blazoned forth" her refusal. This in itself would suffice to distinguish her case from a case of "persecution" of weak consciences. The facts of the case are doubtless in the recollection of our readers, as they appeared when the case of *Re Newbery*, 14 W. R. 173, came before the Court, on which occasion the Vice-Chancellor thought fit to make an order that the late Mr. Newbery's children should be brought up as members of the Church of England, and to direct a scheme for their education, to be settled in chambers. From this order Mrs. Newbery appealed,* but the Lords Justices dismissed her appeal with costs. * We made some remarks upon the case at the time † in which we expressed a feeling, which we have seen no reason to change, that this decision, even if technically right, was opposed to the spirit in which the Court ought to act, and to the principle which it had in other cases laid down for its guidance. This, however, affords no justification for the subsequent conduct of Mrs. Newbery. Instead of submitting to the *vis major* of the law she attempted to take the law into her own hands, and to reverse, *mero motu suo*, the order of the Court of Appeal. The boy was kept at home, instead of being sent to the school provided for in the scheme, and the girl was frequently taken from under the care of the governess provided by the Court, and in spite of remonstrances from that lady, was also taken to the meetings of the Plymouth Brethren. The inexorable Mr. Caddell stepped in again; we should have thought more highly of this gentleman had he winked a little hard at the maternal weakness in a matter of this sort, but we cannot deny that he was "in his right" in bringing the matter before the notice of the Court again. This he did on the 22nd May, when Mrs. Newbery was ordered to produce the children before the judge at chambers to be dealt with as he should direct.‡ This order, as it seems to us, Mrs. Newbery in a great measure brought upon herself by the extremely foolish and impertinent letter which she addressed to the Vice-Chancellor, informing his Honour that she would not obey the order of the Court. This was "breaking down her bridge and burning her ships" with a vengeance. However well inclined the Court might been (and we think ought to have been) to make allowances for the reli-

* 14 W. R. 360. † 10 Sol. Jour. 300.
‡ 10 Sol. Jour. 706.

gious zeal of this lady, and overlook occasional breaches of the order, so long as it was in the main complied with, it was clearly impossible for it to submit to be thus openly defied, and accordingly his Honour found himself compelled to order her to deliver up the children to the custody of Mr. Caddell, or in default to stand committed for her contempt.* She has preferred the latter, and after a second warning from the judge, and a further opportunity for repentance, again spurned by her, an order was made on Friday morning to commit the lady to prison. Of course this will be represented as a gross case of persecution for conscience sake; but, with every desire to look as favourably as possible on her conduct, we cannot adopt this view. She must have known the inevitable result of her refusal to obey the orders of the Court, and she not only persistently abstained from showing any desire to comply with them, but even went out of her way herself to call the attention of the Court to the fact that she had done so. But for this absurd piece of bravado on her part we think it clear that Vice-Chancellor Stuart would not have separated her from her children, still less have committed her to prison. When the matter was before the Court on the 22nd May, his Honour intimated that the children should be taken out of her hands so far as might be necessary for the purpose of enforcing the order as to education, but distinctly refused to order any attachment. We still regret, looking at the nature of the body to which Mrs. Newbery has seen fit to attach herself, that her co-guardian thought fit to treat this question as a point of consequence sufficient to call for the interference of the Court, and still more that the Court deemed it right to take a course at least apparently in opposition to its own conduct in *Stourton* v. *Stourton*, 5 W. R. 418, and the cases which followed it; and if Mrs. Newbery had contended herself with "passive resistance," and the Court had, as it would apparently have, taken the education of her children out of her hands, we would not have envied Mr. Caddell his triumph over the religious convictions of his friend's widow; particularly as it clearly appeared that, whatever may have been the personal views of the children's father, he had no strong opposition to those religious convictions, a state of mind which, in the particular circumstances of this case, is perfectly consistent with his having been himself a zealous and conscientious member of the Church of England.

We admit that the law regarding the religious education of infants sometimes works harshly towards their mothers, but it can scarcely be said that such is the case here, for the Court would neither have separated Mrs. Newbery from her children nor have incarcerated her, as has been done, had she not actively set herself in opposition to its order. Mrs. Partington not merely produced her mop, but called upon the whole neighbourhood to see her keep out the flood; can we wonder that she has succeeded in drowning herself?

THE MASTER OF THE ROLLS has conferred the office of Examiner of the High Court of Chancery, vacant by the death of Kenyon Stevens Parker, Esq., Q.C., upon Charles Beavan, Esq., so long known as "authorised" reporter in his court. Mr. Beavan is, both by standing and position, well entitled to the post in question, and the appointment will, we doubt not, be hailed by the profession as one of the most proper that his Lordship could have made. Mr. Beavan was called to the bar by the Hon. Society of the Middle Temple on the 25th June, 1830.

THE FOLLOWING very remarkable statement, extracted from the *Times* of the 6th instant, appears, if strictly true, to call for inquiry:—

At Clerkenwell, Richard Bray, whose age was stated on the charge-sheet to be forty, and who was described as a traveller, residing at Mabledon-place, Burton-crescent, was charged with attempting to commit suicide. It may be stated that an application had been made to the authorities of the E division of police to prevent the case coming before the Court in any shape. The defendant was, however, brought from the University College Hospital to the court in a brougham; and, owing to the respectability of his relations, who, it was stated, are stockbrokers, the police in charge of him did not wear their uniform, but attended in private clothes. The defendant was not allowed to leave his brougham to enter the body of the court, but as soon as the charge-sheet was handed in by Inspector Renyard, E division, it was taken by Mr. Alexander (the chief clerk) to Mr. Barker in his private room. After the lapse of a few seconds, Dr. Paul, of Burton-crescent, and Dr. Davis, of Hampstead-road, the surgeon of the family of the defendant, were taken into the private room, the witnesses and the reporter being kept out, and then the sheet was marked "discharged," although the defendant had not been before the Court, as by the terms of the Act he ought to have been. It appears that Police-Sergeant Wheeler, 18 E, was called to the defendant's lodgings on the third floor of the house 19, Mabledon-place, and found that, during the absence of his wife, the accused had cut his throat. The bedding and the whole of the room was covered with blood. Dr. Paul, the divisional surgeon of the E division, was at once sent for, and he dressed the wound. At that time he gave very little hopes of the defendant's recovery.

As coming from a reporter who himself complains of having been locked out of the magistrate's private room, the report must be taken with a certain reservation, but it gives very much the appearance of an organised arrangement to hush up a serious charge, the magistrate lending himself to the improper proceeding. It is imperatively necessary that the influence of wealth should not be brought to bear down the scales of justice. Those who offend against the law should be made amenable to its penalties, whether they be rich or poor, whether their friends be "respectable stockbrokers" or Mr. Hughes' friends, the working-men. The statement, therefore, requires some explanation. We are as unwilling to believe its absolute accuracy as to set it down as only an exhibition of spite on the part of the *Times'* reporter.

"*Fortes creantur fortibus*"! Our readers will see with pleasure in another part of our columns, the early presage of success given by the son of a late learned gentleman whose premature loss was, not long since, deeply felt by the profession, W. D. Lewis, Esq., Q.C., better known at the bar as "Perpetuity Lewis," from the name of the valuable addition which he contributed to our legal literature.

THE PRACTICE regulating the payment out of court of Parliamentary deposits is continually undergoing slight changes, which cause the greatest inconvenience to the profession, and lead to delays and occasional losses. It so often happens that the promoters of a railway bill are not the persons who actually provide the money or stock to be deposited or transferred, that it is just as common for the petition for its return to pray that it be paid or transferred to strangers as to the petitioners themselves or to the parties paying in. Money paid in under the standing orders may be repaid to the persons paying it in, "or to a majority of them;" and the Courts have chosen at times to put a peculiar construction on the word "majority," and to require that it should mean not simply the majority in number, but the majority in a meeting of the whole number. The effect of this has been that where three persons have paid in the deposit and two have petitioned for its re-payment, the three have been, on some occasions required to sign the petition.

About six years ago, Vice-Chancellor Wood directed in *Re Bampton Water Works*, 8 W. R. 636, that where the petition for repayment asked that the money should go to a stranger, or to any number of the depositors less than the whole, the petitioners should be required to sign the petition, but that he did not require them to verify the

* 10 Sol. Jour. 725.

signatures by affidavit, if attested by a solicitor. Since that time it has been the practice with some of the judges to require the signatures of the petitioners in all cases to be attested by a solicitor, and occasionally they have required such signatures to be verified by affidavit. On Friday last, the 1st of June, however, Vice-Chancellor Wood in *Ex parte Salisbury and Dorset Railway*, said that he always required the signatures to be verified by affidavit, and notwithstanding his former decision in *Re Bampton Water Works* decided that he should in future require such verification. On Saturday, the Master of the Rolls made a similar decision. In the present state of the money market such a rigid rule of practice might, and in the cases referred to probably did, cause considerable inconvenience to the parties and their solicitors, for even where only the interest on large sums is at stake it is not easy to discover within a day or two the exact whereabouts of a man, who may have no interest in the matter, for the purpose of getting his signature; hence delays arise, involving loss of interest, sometimes to large amounts. Why all the judges should, as by one consent, have selected this particular conjuncture to promulgate and enforce a rule of greater strictness than has hitherto obtained (Kindersley V. C. took the same course on the 4th May, in *Ex parte Calne Railway*), we cannot guess, but we greatly doubt its expediency or justice. We are not at all satisfied that the Court is acting in accordance either with its own general practice or natural justice, in requiring such signatures to be verified by affidavit, a course which does not prevail upon other petitions for the payment of money out of court. Perhaps the theory is that the revenue is being deprived of the value of the stamp which would have to be affixed to a power of attorney, if the petitioners were to take an order for payment in the first instance to themselves, and that the fees on the affidavits are a substitute for such stamp; but that consideration could not be properly made the ground for putting these petitions under an exceptional regulation, not applying to others petitioning the Court under circumstances similar in everything except in name.

Too much strictness is as much an evil as too much laxity in the practice of the Court of Chancery, and the multiplication of forms, though it does not always tend to prevent fraud, always does inevitably produce costs and delay. The one redeeming feature in this new practice is the fact that it appears likely to be fixed and uniform. Vice-Chancellor Stuart will probably adopt it, if he has not already done so; and when once it becomes known in the profession, it will cause them but little trouble to comply with it. It has been said of law, and though doubtful as thus applied, it is certainly true of practice, that "it is of far more consequence that it should be fixed and known than that it should be good."

On Tuesday Dr. Lankester opened an inquiry at the Mitre Hotel, Bayswater, respecting the death of Mr. Kenyon Stevens Parker, Q.C., Examiner in Chancery, who died from the injuries sustained in the street accident on Thursday week.

Mr. Henry Charles Adamson Parker, the son of the deceased, identified the body, and stated that his father lived at 49, Lancaster-gate, Bayswater, and died on Saturday evening from the injuries received through being run over in Chancery-lane on Thursday last. The witness went on to say that his late father was Examiner in Chancery, and was seventy-seven years of age. He was very strong for his age, and attended to the duties of his office. He was brought home on Thursday afternoon, and the injuries he had sustained were a broken arm, severe wounds on the head, and a very severe wound in the thigh. Witness understood that the driver of an omnibus was to blame for the accident.

Mr. Charles Otter, Examiner in Chancery, the son-in-law of the deceased, stated that deceased was in his chambers a few minutes before the accident, and after making an appointment with witness, went out into Chancery-lane. Witness went down stairs shortly after, and was told an accident had happened. He found deceased in a cab about to be taken to the hospital, and he accompanied him to King's College Hospital, where he was seen by the medical officers. Dr. Priestly, who had his carriage there, then took deceased home to Lancaster-place, where he died on Saturday night.

The inquiry was then adjourned for evidence as to the manner in which the accident occurred.

It may not be generally known to our readers that, like several other distinguished barrristers (of whom Lord Chelmsford is a prominent example), Mr. Parker originally served his country in a more active capacity.

The following account of his service has been supplied us by an officer of that arm:—

"Lieutenant Kenyon Stephens Parker entered the Royal Marines as second lieutenant, 26th November, 1805; was promoted to first lieutenant 15th January, 1811; and retired on half-pay at the reduction, 1st September, 1814. In 1806 he served in the boats at the capture of the French corvette *Cesar*; and was present at the capture of the French frigate squadron off Rochefort. In 1809 he acted as paymaster of the Royal Marine Battalion on the Walcheren expedition. In 1813 he was at the capture of Finure and other places in the Adriatic, and commanded the Royal Marines at the destruction of guns and a battery at Ragoniza and Pola. He was afterwards employed with the Austrian army, and was present at the capture of Trieste. He received the silver war medal with one clasp; was mentioned in gazetted dispatches in 1813 and 1814, and was a Justice of the Peace for the county of Berks."

The sixth annual festival of the Solicitors' Benevolent Association will be held at the Inns of Court Hotel on Friday, the 22nd inst., when the chair will be taken by the Right Hon. the Lord Chief Justice of England. The attention of the profession is directed to this very useful institution which, although established less than eight years, gives such signs of growing vitality as plainly indicate the appreciation of its usefulness by a very numerous section. Many a professional man, who knows that he may at any time be cast down by sickness, understands what the feeling is which reminds him that he is dependent upon the labours of his brain, and that, should his sickness be permanent, the result of those labours will be lost to him and to those dependent on his exertions. The comfort at such a period of knowing that a fund exists to which resort may be had for the supply of those necessities which each one requires for existence is incalculable. Alike to those who have suffered from sickness, and to those in good health and young and fresh at their work, this institution recommends itself, for we can none of us calculate on the continuance of our powers, either of mind or body. The success which has waited upon the former festivals of the Solicitors' Benevolent Association will, we feel persuaded, be experienced on the approaching occasion, and we have no fear that the accession of new members, or the expected addition to its funds, will either of them fall short of the figures shown in former years. The strength of unity is found in this association by reason of the united interests and efforts of its members—long may they continue.

The United Law Clerks' Society will hold its thirty-fourth anniversary dinner on the 15th inst., at the Freemasons' Tavern. The chair will be taken by the Honourable Mr. Justice Lush. From the length of time this valuable society has been in existence it is too well known to our readers to require us to call their attention to facts which are already within their knowledge. We trust that the numbers attending on this annual occasion will exhibit the enthusiasm that has always been shown; and that the cheerful response to the call for subscriptions will continue, as heretofore, to cause an increase in the amounts subscribed. It is truly said that Englishmen can do nothing important without thinking it necessary

to have a dinner on the occasion. If a dinner leads to the interchange of good wishes, and the expression of kindly feeling, why should not the dinner take place? The hearty way in which a large number of men will join together to contribute for the relief of the sick and afflicted is always seen at the dinners of this society; and whether this heartiness is caused by the dinner or the numbers, the cause is so good that we need not inquire; for if it be the numbers, we may reasonably doubt if such numbers would attend without the attraction of a dinner; and if it be the dinner, the end to be attained is valuable enough to justify the means used for its attainment.

THE RATING OF MINES BILL.

There is a bill now before Parliament of considerable importance to the mining interest, and which, if it becomes an Act, will, we hope, simplify part of the law of rating, and sweep away a whole network of legal cobwebs.

By statute 43 Eliz. c. 2, the necessary funds for the relief of the poor are to be raised "by taxation of every inhabitant, parson, vicar, or other, and of every occupier of lands, houses, tithes impropriate, propriations of tithes, *coal mines*, or saleable underwoods." Coal mines are therefore expressly made liable to poor-rate, but it was laid down by Lord Mansfield in *The Lead Smelting Company* v. *Richardson*, 3 Burr. 1341, that the mention of coal mines in the Act was an express exclusion of all other mines, and this decision has since been uniformly acted upon. The principal object of the present bill is to make mines other than coal mines rateable.

But the bill has the additional object of abolishing the subtle distinctions which have been engrafted on the principal decision. The existing law is as follows:—Whether a mine, not of coal, is worked by the owner or a lessee, it is not rateable; and the same, of course, is the case if it is worked under a license creating a mere incorporeal hereditament, though in this case, as observed by Parke, J., in *R.* v. *Tremayne*, 4 B. & Ad. 162, the licensor may himself occupy by his agents. The landlord of the mine cannot be rated for his rent, but he may be rated if the tenant renders him dues in the ore raised from the mine (*Rowls* v. *Gell*, Cowp. 451), for, as was explained in *R.* v. *The Baptist Mill Company*, 1 M. & S. 612, where the dues are payable in kind the recipient is an occupier of the *land*, and he is not the less so if he exercises an option and elects to take money instead of dues (*R.* v. *St. Austell*, 5 B. & Ald. 693); and it makes no difference if the ore has undergone any process for the purpose of making it merchantable as ore; if, however, it has been smelted or manufactured in any way, before it is rendered to the landlord, he is no longer rateable for it (*R.* v. *The Earl of Pomfret*, 5 M. & S. 139). And a similar distinction extends to the plant, machinery, and buildings connected with the mine, both above and below ground, for such of them as are necessary for the working of the mine are exempt, while those which are employed for operations subsequent to the mining itself—such as smelting—are rateable. It has been suggested that where the owner of a mine receives a render of part of the mineral in a manufactured state, he might be rateable as an inhabitant in respect of his visible personal property in the parish; and it certainly does seem that the case is not within 3 & 4 Vict. c. 89, which exempts the profits of stock in trade, or any other property, from being rated; there is, however, no decision on the point.

Such, then, being a brief summary of the present complicated law as to the rating of mines, let us see how the bill in question proposes to deal with it. It states in its preamble that "doubts are entertained whether mines, other than coal mines, are liable to be rated to local rates." This is not quite accurate, for the judges have always acted on the decision of Lord Mansfield in *The Lead Smelting Company* v. *Richardson*, and construed the words "coal mines" in the statute on the doctrine that *expressio unius est exclusio alterius*. They have, however, expressed doubts whether the reasons originally given fo this construction were sufficient. In the case last cited it was argued on the one side that coal mines were mentioned in the Act only by way of example; and, on the other, that they were mentioned with the direct object of excluding mines of other kinds, which were wholly fluctuating and uncertain as to profit and loss, and that the intention was to encourage adventurers. The Court was of the latter opinion, and Wilmot, J., expressly rests his judgment on the risk and expense incurred in searching for lead, as compared with coal. Lord Ellenborough, in *R.* v. *The Baptist Mill Company*, questions this reasoning, and in *Crease* v. *Sawle*, 2 Q. B. 862, Tindal, C.J., while refusing to overrule old decisions, says, "The statute of Elizabeth seems to have been framed with a view to render rateable all occupiers of every description of real estate; and it might be questionable whether occupiers of mines of any description were exempt;" and in *R.* v. *Sedgley*, 2 B. & Ad. 65, Lord Tenterden expresses a similar doubt.

But, assuming that the reasons given for rating coal mines only were sufficient originally, are they so now? Then, coal lay near the surface of the ground, was readily discovered by the ordinary miner, and easily worked. Now, on the contrary, coal lies at a vast depth from the suface of the earth, tens of thousands of pounds are often sunk before it can be worked, and even then success can only be achieved with great risk and danger. Then, if iron, tin, or copper were the object of search, a mysterious-looking man stalked over the hills with his *virgula divinatoria*, sometimes making the desired discovery by chance, but oftener deluding his superstitious followers. Now science has rendered it comparatively easy to ascertain where the veins of ore are hidden, and the risk of working for them is far less under the guidance of an engineer than under that of a diviner. It seems to us, therefore, that the reasons (if any) for distinguishing between coal and other mines in the days of Elizabeth no longer exist. But further, it is desirable that all mines should contribute to the poor-rates, not only to simplify the law, but as a matter of justice, for they bring poor into the parish, cause settlements to be acquired there, and, by diminishing the value of the surface over them, lessen the proceeds of the rates upon it. Nor in rating all mines should we be acting without precedent, for in Ireland, by 1 & 2 Vict. c. 56, s. 63, all mines opened for seven years are rateable. For these reasons, then, we wish success to the main provision of the bill, contained in section 1, viz.: that "mines and minerals of every description in England and Wales shall be liable to be rated to local rates, in the same manner, and to the same extent, so far as circumstances will admit, in which and to which coal mines are liable to be rated to local rates."

The second section is rather complicated, and we fear that in practice the calculations on which its working is to be based will not be uniform. It provides that, "in assessing the annual value of mines or minerals, there shall, in addition to the usual deductions and allowances, be made such further deduction or allowance as will, so far as can be calculated, on the exhaustion of the mineral, represent by accumulation its original fee-simple value, and the value of the capital expended thereon."

The third section provides that, where a mine at the passing of the Act is held on lease, with rent reserved other than in kind, the occupier, if the mine becomes rateable under the Act, may deduct half the rate from his rent before it becomes due.

The bill will, no doubt, meet with some opposition; but its general principle seems to be fair, and defects in it, which do not involve the principle, may be amended in its passage through Parliament.

RAILWAY LEGISLATION.—IV.

Although it cannot be considered desirable that all the minor details of railway management should be made the subject of special legislation, yet it may

be doubtful whether the desired improvements could not be brought about most effectually by Parliamentary interference. On the subject of fares there is a strong feeling abroad that the public pay a large amount which benefits neither themselves nor the shareholders of railway companies, and it is reasonable that when low fares within certain limits produce as much dividend as high fares, the public should have the benefit, which will abstract nothing from the profits of the company. Extravagant fares do not secure for travellers any more accomodation than those of a lower tariff. We are introduced to the same kind of low, confined, ill-lighted, dirty, carriages on whatever line we travel. Companies never in their calculations seem to allow that their customers are entitled to consideration beyond mere transport. The want of light in railway carriages, but especially in the second and third classes, is a strong ground of complaint, and it might very properly be made compulsory on a company to have every carriage sufficiently lighted at night and also in the day-time when passing through a tunnel. Many passengers object to smoking, and there are many not so objecting who abhor the smell of stale smoke. Companies have hitherto, as a rule, refused to recognise the fact that people do and will smoke in railway carriages, however much such a practice may be forbidden. The law ought to compel companies to attach a smoking carriage to every passenger train, not so much for the accomodation of smokers as for the protection of non-smokers.

Delays in travelling cause some of the loudest complaints heard against railway companies. The time-bills issued generally inform the reader that the company does not bind itself to punctuality, and by means of this notice the company consider themselves justified in ignoring or treating with contempt all expostulations addressed to them on the subject of delay. It is established with tolerable clearness that unless a passenger can prove special damage by reason of the delay of the train in which he travels he has no remedy at law. The popular, and, at present, most effectual mode of dealing with this evil, is "write to the *Times*." A good suggestion on this subject, has, however, been recently made, and it appears to be one which, if embodied into law, would induce railway companies to pay more attention to time. Let each company be required monthly to deposit with the Board of Trade a time-table specifying the exact times of departure and arrival at each station of every train, and let that table form the basis of a contract between each passenger and the company. Let every delay of five minutes make the company chargeable with a fine to be paid into the Public Revenue; and let each passenger who can prove that he has been put to any expense by the delay be entitled to recover the amount with costs in a summary way. This it will be observed would leave open the present right to compensation in the event of the passenger sustaining special damage by reason of delay.

The carriage of merchandise affords railway companies an opportunity for extorting the most extravagant amounts, which are, of course, ultimately charged upon the public, the consumers. In one item, namely coal, we find that the actual cost of conveying a ton on the Eastern Counties line for a hundred miles, or from the pit's mouth to London, is less than two shillings. The prime cost of the coal does not exceed eight shillings, so that it might be delivered in London, after payment of coal tax and all, for about twelve shillings. But what is the fact? The cost of coals in London ranges from twenty to thirty shillings, and occasionally somewhat higher, and the greater part of that extra charge on the price of a necessary of life is caused by the amount imposed by the railway companies for carriage. Then again, the inequality in the charges made for the carriage of different species of merchandise is a crying evil. Nearly every article of commerce has a separate rate of charge. A hogshead of sugar is charged at a different rate from a barrel of currants. Stones for repairing roads 1½d. per ton per mile; stones for building 2½d. Commodities apparently giving just the same trouble, and involving just the same risk, are charged at widely different prices. A parcel weighing four pounds is in some cases charged the same as a parcel of a hundred-weight. This is a subject which requires legislative interference also, and one which the public would gladly see taken up by the Government. Mr. Galt informs us that the general charge for the carriage of merchandise is, in many cases, more than twenty times that which it costs the companies.

Many other points in connection with the management of railways might be mentioned, but enough has been said to shew that the country suffers by being subjected to the great monopoly enjoyed by railroad companies, that the public feel they are under a galling yoke, and that Parliament has the power provided only it has the will to effect a remedy. The mode of applying that remedy advocated by Mr. Galt, is that the Government should carry out in its integrity the second section of the Act of 7 & 8 Vict. c. 85, by purchasing the existing railways, and thereby take to themselves the power to fix all fares and charges at the lowest possible remunerative price. If we were prepared to advocate this plan, it is impossible to be blind to the nature of the opposition a bill to carry it out would meet with. The chief opponents would be the railway directors and shareholders having seats in the House, who would do their utmost to prevent the passage of a bill calculated to lower materially the value of their property. Besides these, there are those who object to an addition in any shape whatever to our national debt, there are those who deny the right of the Government to interfere with a private undertaking, and finally there is that party whose jealousy of those in power makes them oppose everything tending to give increased patronage to the Government. Several years of hard fighting must be gone through before such a bill could become law, and in the meantime the public must suffer with a suffering continually on the increase, and that without proportionally benefitting railway companies. The adoption of a middle course would be more likely to meet with the approval of the majority. The first necessity is the reduction of fares and charges; the next, the improvement of the management of railways. There is nothing to prevent Parliament from calling upon railway companies to revise their scales of charges, under the alternative of being dealt with under the Act of 1844. An independent member who should bring in a bill with a clause making it compulsory on the Commissioners of the Treasury to give the three month's notice required by the 4th section of the 7 & 8 Vict c. 85, to every railway company in the United Kingdom which should not before the 1st November, 1866, have revised its scale of charges to the satisfaction of the Board of Trade, would confer a boon on the country. This would not pledge Parliament to carry out the Act of 1844, nor would it of necessity give to the public the whole benefit to which they are entitled. It would, however, be acceptable to the public, as patrons of railways by compulsion more than by choice. It would not necessarily increase the national debt nor give any more patronage to the Government than it now possesses.

A few clauses added to such a bill, tending to regulate the several points we have dealt with relating to the comfort and convenience of passengers, would cause it to meet with very little opposition. In fact its chief opponents would be those who propose fully to carry out the act of 1844.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORD CHANCELLOR.

May 22, 23, 24.

JENKINS v. PARRY.—This was a bill for redemption and account from mortgagees in possession.

Before the year 1845, the Bank of Manchester were entitled to equitable mortgages made by the plaintiff for sums amounting to £3000 on two estates—"Ty Newydd," in Cardiganshire, and "Glasscwm," in Montgomeryshire, to which the plaintiff was entitled, under a settlement made in 1839, for a life estate, with remainder to his son in fee, but subject as to one estate to the prior life interest of the plaintiff's mother. In 1845, the plaintiff entered into negociations with the bank for a release of these charges on payment of £2000, and instructed his solicitor (Attwood, of the firm of Parry & Attwood), to raise the sum of £2000 for this purpose. Mr. Attwood was not able, however, to raise the sum. In 1848, Parry & Attwood took an assignment of these charges for £2000 on their own behalf from the bank, having before that time ceased to act as solicitors to the plaintiff. In 1850, the plaintiff joined with his mother and son in executing a deed of mortgage of the two properties to Parry & Attwood, redeemable by the plaintiff on payment of £3000. This deed recognized the fact that Parry & Attwood had taken an assignment of the equitable mortgages, and that the consideration money had been only £2000. Subsequently the plaintiff attorned tenant to Parry & Attwood, and they entered into possession and receipt of the rents and profits. The two properties had since become vested in the defendants Parry & Hughes. The plaintiff by his bill alleged that Attwood was acting for the plaintiff at the time that he (Attwood), took an assignment to himself and his partner, and the plaintiff submitted that he was entitled to redemption of what had been paid to the bank for the assignment of 1848 instead of £3000. The defendant's answer set up a deed of 1841, by which the plaintiff, his mother and son had conveyed all their interest in the two properties, subject to the mortgages to the bank, to trustees on trust to pay the plaintiff's debts, with an ulterior trust in favour of the plaintiff's son; and the defendants submitted that the plaintiff had no equity of redemption in the premises at all, but that such equity belonged to the persons entitled under the deed of 1841, who ought to have been made parties to the suit; or that if the plaintiff was entitled to redeem it was only on condition of paying the full sum of £3000.

STUART, V.C., had held that though he could not give relief in the form asked by the pleadings, yet that there was evidence of *mala fides* on the part of the defendants in taking the assignment of 1848. He therefore ordered the deed of 1850 to be set aside, and that the plaintiff, on payment to the defendant of what had been paid by them as the consideration for the assignment of 1848, should have the benefit of that assignment.

Malins, Q.C., and *Waller*, for the plaintiff.

Sir R. Palmer, A.G., *Cole, Q.C.*, and *Surrage*, for the defendants.

The LORD CHANCELLOR said it was necessary to look at the real character of the bill, and that after reviewing it there was no doubt but that it was a clear bill for redemption. But there was no right of redemption in the plaintiff. He had no interest at all in the equity of redemption, having parted with all his interest therein by the deed of 1841. Somebody was clearly entitled to redeem, but that person was not the plaintiff. He therefore could not file a bill for redemption. The Lord Chancellor concurred, however, with the opinion of the Vice-Chancellor that it was consistent with the practice of the Court to grant a different form of relief to that asked by the bill, if it were necessary for adjusting the rights of the parties, but it was necessary, before granting relief in this manner, to look at the pleadings to see if the facts warranted the decree to be given. His Lordship then went into the evidence as to Attwood having been the solicitor of the plaintiff at the time of the assignment of 1848. He said it was true that the plaintiff applied to his solicitor in 1845 for his assistance in raising money in order to pay off the bank; but since then Mr. Attwood ceased to be his solicitor. What was there to prevent Mr. Attwood taking the assignment himself three years afterwards? The Lord Chancellor said he should be slow to encourage clandestine dealings on the part of a solicitor when employed for a client; but it would be carrying the doctrine too far to allow this three year's interval to be insufficient. In the case of a purchase being made by a solicitor when acting on behalf of a client, the client had a right to treat the transaction as for his own benefit; and if in this case the facts had warranted it, relief might have been granted, though not the relief asked for by the bill. The Lord Chancellor however thought that, on looking at the case made out by the bill and answer, and the evidence, the plaintiff had utterly failed in making out his case, and that the bill must therefore be dismissed with costs.

Solicitors, *C. A. Pullen; E. Balder.*

May 24.

HILL *v.* CURTIS.

This was a motion to vacate the enrolment of the decree made in this cause by Vice-Chancellor Wood on November 24, 1865. The grounds for the motion were that undue haste had been used in enrolling the decree, and that in conversations between the respective solicitors of the parties notice of the intention to appeal had been given and acquiesced in.

The minutes of the decree were settled on the 5th December, and the decree was passed on December 7. The docket was left for enrolment on December 9, and was enrolled on that day. The plaintiff heard of it on December 16, and at once gave notice of motion to vacate the enrolment. The delay in presenting the petition of appeal arose from counsel requiring the shorthand writer's notes of the decree. The defendant's solicitor admitted that he enrolled the decree to prevent the appeal. The conversations relied on were a discussion between the solicitors as to the state of the business in the Lord Chancellor's Court, and whether it was possible to get the appeal heard before Christmas, and on another occasion the plaintiff's solicitor used the words "I suppose you have heard we are going to appeal."

Giffard, Q.C., and *Horsey*, for the plaintiffs, cited *Hill* v. *South Staffordshire Railway Company*, 12 W. R. 699.

Willcock, Q.C., and *Casson*, for the defendants, cited *Barnes* v. *Wilson*, 1 Rus. & My. 486; *Wildman* v. *Lade*, 4 De G. & J. 401; *Backhouse* v. *Wylde*, 5 W. R. 245.

C. Hall (*Rolt, Q.C.*, with him), for other defendants.

The Lord Chancellor.—I do not think there has been anything that can be called undue haste in enrolling this decree. The Court lays down rules for certain proceedings, and the defendants have only followed them. Has there then been any *mala fides* in enrolling this decree after the conversations between the parties? Were any words used which gave the impression that the defendants did not object to their appealing? There was, no doubt, express notice of appeal given, but none of these conversations amounted to anything expressing acquiescence on the defendants' part. I am not clear that I should have come to the same conclusion on the matter of fact as Lord Justice Turner in *Hill* v. *The South Staffordshire Railway Company*. The motion will therefore be dismissed with costs.

Solicitors, *Elcum & Hocombe; Fortune.*

May 24, 25.

HUMPHREY *v.* ROBERTS.—This was an appeal from an order made by Stuart, V.C., on an adjourned summons in an administration suit.

Mrs. Roberts, an infant, was entitled under a will to a vested reversionary share in personal estate provided she married with the consent of the trustees. The trustees refused their consent to her marriage with a Mr. Roberts, on which, she being then only seventeen years of age, eloped with him. Mr. and Mrs. Roberts then mortgaged her share to the defendant Ker at a high rate of interest. The trustees filed the bill in *Humphrey* v. *Roberts*, and stated their willingness to give a subsequent consent to the marriage of Mr. and Mrs. Roberts, which they had power to do, and thereby to give her a vested share in the fund, provided a settlement was made of her share. Stuart, V.C., had ordered a settlement to be made taking no notice of the mortgage, and had ordered the defendant Ker to pay the costs of all parties. Against this order Ker appealed.

Southgate, Q.C., and *Prendergast*, for the defendant Ker, cited *Coster* v. *Coster*, 9 Sim. 597; *Osborne* v. *Morgan*, 9 Hare, 432; *Box* v. *Jackson*, 1 Drury, 482; *Wallace* v. *Auldjo*, 2 Dr. & Sm. 216; on app. 1 De G. & Sm. 643; *Godber* v. *Lawrie*, 10 Price, 152; Seton on Decrees, vol. 2, 661; *Stubbs* v. *Sargon*, 2 Beav. 496; *Abraham* v. *Newcombe*, 12 Sim. 566; *Newman* v. *Wilson*, No. 2, 31 Beav. 34. They asked for the costs of the suit to be paid out of the fund.

Fisher, for four children of the testator and Mrs. Roberts, said that as Mrs. Roberts was an infant, and the property reversionary, he could not ask for a settlement, but he asked for the fund to be carried to a separate account.

Malins, Q.C., and *Prendergast*, for the trustees, the plaintiffs.—The Court will lay hold of the equitable property of the wife to enforce a settlement: *Wortham* v. *Pemberton*, 1 De G. & Sm. 644; *Like* v. *Beresford*, 3 Ves. 506.

The LORD CHANCELLOR intimated what form of order should be made. The following form was thereupon agreed on:—The fund to be carried to a separate account. Liberty to apply on Mrs. Roberts attaining twenty-one. Interest to be paid meanwhile to the husband. Costs of Ker the mortgagee to be costs in the cause.

Solicitors, *Thomas A. White & Sons.*

LORDS JUSTICES.

June 1; 2.

EX PARTE UPFILL; RE UPFILL.—This was an appeal by one Upfill from an adjudication of bankruptcy made against him by the Commissioner of the Birmingham District. There were two questions—(1) whether Upfill had left his place of business with the intent of defrauding his creditors, and thus committed an act of bankruptcy; (2) whether the petitioning creditor had not instituted the proceedings, not for the purpose of distributing the bankrupt's assets among his creditors, but in order to bring about a dissolution of partnership between Upfill and his partners.

Bacon, Q.C., and *Everitt*, for the appellant.

De Gex, Q.C., and *Bardswell*, for the respondent, were not called on.

KNIGHT-BRUCE, L.J., said he thought that the points as to the legal validity of the adjudication were all in favour of the Commissioner's judgment. In a case where the legal requisites were shown to exist, it required a very clear and strong proof of impropriety of motive on the part of the petitioning creditor in order to avoid the adjudication. In the present case he did not think that the evidence was strong enough to avoid the legal conclusion.

TURNER, L.J., thought that an act of bankruptcy was proved, and that upon the evidence the Court was not justified in imputing to the petitioning creditor a different motive from that to which he had sworn. The appellant's case failed on both points. The petition must be dismissed, and the respondent would take the deposit.

Solicitors for the respondent, *Beale, Marigold, & Beale.*

June 4.

STANFORD *v.* DUMERGUE.—This was an appeal from an order made by Vice-Chancellor Wood refusing an application for leave to file affidavits, notwithstanding the expiration of the time limited for so doing.

Willcock, Q.C., and *G. Hastings*, for the motion.

F. H. Colt, contra, was not called on.

Their Lordships refused the application with costs.

SIMONS *v.* BAGNALL.—This was a motion to transfer the above cause from the Court of Vice-Chancellor Stuart to the Rolls, a decree having been made at the Rolls in another suit affecting the same estate.

Leeson and *Walter* in support of the motion.

W. Morris in opposition.

Osler for another party.

Their Lordships made the order, and directed the costs to be dealt with by the Master of the Rolls.

April 20; June 4, 5.

LEETE *v.* JENKINS.—The question in this case was whether an order made by Vice-Chancellor Wood in 1857, upon a petition in this cause, amounted to treating as abandoned a certain deed of arrangement made between some of the parties to the suit, or whether that deed was still to be considered as subsisting. A subsequent order had been made upon another petition for distribution of a fund in court in the cause. The present appellant was not served with notice of this latter petition, and he afterwards obtained leave to present a petition of re-hearing. This he presented accordingly, and it was dismissed by Vice-Chancellor Wood with costs. If the deed of arrangement were subsisting, the appellant would be entitled to part of the fund distributed, but not otherwise.

Kekewich (*Giffard, Q.C.*, with him) for the appellant.

Rolt, Q.C., James, Q.C., J. Pearson, and *Fischer*, for the respondents, were not called on.

Their Lordships thought that the original order of the Vice-Chancellor was inconsistent with the subsisting of the deed of arrangement, which was before the Court when the order was made. They therefore dismissed the appeal, but without costs.

Solicitors, *Dawes & Sons.*

June 7.

PLATT *v.* WALTER.

Practice—Re-transfer of cause.

Where a cause, in which an injunction has been granted by one Vice-Chancellor upon an interlocutory motion, has been subsequently, by a general order of the Lord Chancellor, transferred to the paper of another Vice-Chancellor, the Court will not, without the consent of all parties, order the cause to be re-transferred where it appears that there is a reasonable prospect of the cause being heard sooner if the re-transfer do not take place. This cause had been, by a general order of the Lord Chancellor, transferred, with other causes, from the paper of Vice-Chancellor Wood to that of Vice-Chancellor Stuart.

Bagshawe, on behalf the plaintiffs, now applied to have the cause re-transferred.—The Vice-Chancellor Wood has already heard the case upon an interlocutory motion, and has granted an injunction. The evidence upon the hearing would be almost identical. It was the ordinary practice to re-transfer to the judge who had already dealt with the cause.

Sir H. Cairns, Q.C., and *Haddon*, for some of the defendants, opposed.—We are satisfied with things as they stand, and it lies on the plaintiffs to show grounds for an alteration. The injunction was granted simply upon the ground that the Vice-Chancellor thought that there was a question to be tried at the hearing of the cause. It is of the greatest importance to us that the question should be tried as speedily as possible, whereas the plaintiffs have, by the injunction, virtually obtained what they desire. There would be no chance of the cause being heard by Vice-Chancellor Wood before the long vacation. In fact the transfer was made by the Lord Chancellor for the purpose of facilitating the progress of business.

Plummer and *Boys*, for other defendants, also opposed the re-transfer.

Bagshawe, in reply.

KNIGHT BRUCE, L.J.—The plaintiffs are in possession of an interlocutory injunction granted by one of the Vice-Chancellors, and from that injunction the defendants are desirous of freeing themselves. There appears to be a great probability that, if the Court does not interfere by ordering a re-transfer of this cause, the cause will come to a hearing much sooner than if it does so interfere. I think that it is highly probable that this cause will, if it be left where it now is, be heard before the long vacation. Without any reference to the personality of the judge, I think the cause ought to be heard when it will soonest come to a hearing, and that it ought, therefore, to remain where it is.

TURNER, L.J.—I agree. So far as there is any settled practice in a matter of this kind, it appears to me that, if after the transfer of a large number of causes from one branch of the Court to another, there were a prospect of a cause being as speedily heard if it were re-transferred, as if it were not, then the Court might entertain an application for a re-transfer; but not otherwise. This application must be refused.

Costs of all parties to be costs in the cause.

Solicitors, *A. Irwin; A. Dobie.*

MASTER OF THE ROLLS.

April 25.

DAVIES *v.* WHITEHEAD.

One of the defendants in this suit, which was an administration suit commenced by a *feme covert* by her next friend, raised the issue that the suit was not in fact commenced with the plaintiff's consent, and asked for an enquiry whether or not such was the case.

Selwyn, Q.C., and *Humphrey* for the plaintiff.

Baggallay, Q.C., and *W. Barber* for the defendant.

LORD ROMILLY, M.R.—Such an issue cannot be raised on motion for decree. It must be the subject of a separate application.

Solicitors, *Torr, Janeway, & Tagart; Wright & Venn.*

A—— *v.* B——.

Letters written during engagement to marry.—Threat to publish—Injunction.

This was a motion to restrain the publication of letters written by the plaintiff, a young lady under age, to a gentleman, during the period in which such lady and gentleman were affianced to one another.

The bill alleged that the plaintiff was eighteen years of age; that she formed an acquaintance with the defendant, and that clandestine meetings took place between them, out of which an engagement to marry had arisen; and that the plaintiff had become aware of circumstances connected with the defendant, which rendered the marriage an undesirable one.

The bill then set forth the letter of the plaintiff putting an end to the engagement on the grounds stated, and that

the defendant, after angrily remonstrating with the father of the plaintiff, wrote a letter, set forth in the bill, saying in effect that, if a complete retraction were not made of the insinuation contained in the plaintiff's letter, her letters written to the defendant would be published and circulated in the neighbourhood.

The plaintiff moved to restrain such publication.

Jessel, Q.C., and *Woodroffe*, for the plaintiff.

Selwyn, Q.C., and *Roxburgh*, for the defendant, opposed the motion, claiming a right to get from the plaintiff a statement upon oath of her reasons for terminating the engagement, or to publish the letters.

LORD ROMILLY, M.R.—Because a young lady breaks off an engagement, she is not to be forced by a threat of publishing the letters written by her during its continuance, to state upon oath the reasons that induced her to terminate such engagement. The defendant will not be permitted, because the young lady happens to have made an affidavit (which in my opinion was unnecessary and might just as well, or even more properly, have been made by her father, or any other person acquainted with the facts) to obtain a mere conditional restraint against the publication of the letters. The injunction must be granted. Any cross-examination of the young lady that may take place is to be held before me.

Solicitors, *Kimber & Ellis; Chapple.*

May 25.

BELANY *v.* BELANY.—This was a special case. A testator gave "his personal property and effects" for his wife's sole use and benefit. He died intestate as to his real estate. The testator had purchased a term in certain lands in 1864, and subsequently the reversion thereof was granted to a trustee for him, subject to the term. The question arose whether the testator's interest in this land passed to his heir at law or to his widow.

E. Charles, for the widow, contended that the words "estate and effects" were sufficient to include the reversion, but that, in any case, the term had not merged, and must pass under the bequest of personalty.

Bevir, for the heir at law, contended that the term must go with the inheritance.

His Lordship said that if the testator had died altogether intestate, probably the term would have gone with the reversion, but the intention here was plainly that the widow should take it. The term therefore would pass to her, and the reversion to the heir.

Solicitors, *Coode, Kingdon, & Cotton.*

May 28.

RE GREENWICH TANNERY COMPANY.

Majority—Winding up.

A winding-up order made when desired by the holders of a majority of the shares issued to the public.

This was a question upon section 79 of the Companies Act, 1862. A portion only of the shares were issued to the public. The holders of an absolute majority of the shares were opposed to winding up, but the holders of a majority of the shares issued to the public were in favour of the winding-up.

Selwyn, Q.C., Baggallay, Q.C., Roxburgh, and *Archibald Smith*, appeared for the various parties.

LORD ROMILLY, M.R.—The holders of a majority of the shares issued to the public wish for a winding-up order. They are, therefore, entitled to the order.

Solicitor, *J. R. Reep.*

May 2, 3, 29.

WRIGHT *v.* BLAKE.

Company—Liability of directors.

This was a bill, filed on behalf of all shareholders by Wright and two others, one of whom was a Mr. Dinn, who had acted as the solicitor of the company from the beginning, and who became a shareholder when the company was in difficulty, against the present and past directors, complaining of their negligent and improper conduct of the company's affairs.

The charges of the bill were in effect—

1. That Blake, an original director, made a profit by sale to the company of their trade and stock-in-trade as wharfingers, and that the other directors, in allowing this purchase, sacrificed the general interests of the shareholders.

2. That the then directors, Brassey and Sir S. M. Peto, sold two steam lighters, called the *Victoria* and *Albert*, to the company, using the name of Capper, who afterwards became a director, as the nominal vendor; and that other improper transactions of the sort in the purchase of things were allowed by the directors.

3. That the affairs of the company being unprosperous, dividends had been paid out of capital.

4. That the company had been prevented from remedying these matters themselves by the conduct of the directors, who had obtained a majority at the general meetings by paying many of those who had participated in these transactions in paid-up shares, so that it was useless to call a general meeting in reference to these transactions, and a bill was thus rendered necessary.

Selwyn, Q.C., and *Roberts*, for the plaintiffs.—Such of the directors as have made a profit out of these unjustifiable transactions are clearly liable for the losses occasioned thereby. And those who have allowed such losses by their negligence and default are liable to make good the losses occasioned to such shareholders as were induced to take shares on the faith of their responsibility as directors. Directors are in the position of trustees of the company, and ought to be liable as such.

Baggallay, Q.C., and *Simpson*, for the directors.—The directors had a discretion which they have not exceeded: *Foss* v. *Harbottle*, 2 Hare, 461; *Taunton* v. *Royal Insurance Company*, 2 H. & M. 135, 12 W. R. 549; and the company have assented at general meetings properly constituted. In any case the conduct of the directors ought to have been called in question at a general meeting, and ought not to be the subject of a suit in this court.

The Attorney-General, Jessel, Q.C., Rawlinson, Bristowe, Owen, and *Lewin*, appeared for various other defendants, and contended that the acts of the directors were not *ultra vires*, so that any individual among the shareholders could come to this Court to complain of them, after a majority had assented. Any proceedings against directors, as trustees, ought to be instituted by the company in their corporate capacity.

LORD ROMILLY, M.R., said that the first charge in the bill was one which required strict proof, and such proof was wanting. The directors had done what they thought best for the interests of the shareholders. The shareholders had sanctioned the transaction for five years, and the question could not then be re-opened. In respect to the second charge, the statements of the bill, if sustained by the evidence, would constitute a case for the interference of the Court. If it appeared from the evidence that Peto had obtained any advantage to himself in the sale of the steam lighters, it would be difficult to support the transaction, but the plaintiffs had failed to prove that the price was excessive. There was nothing to justify the charge of payment of interest out of capital. The utmost that the evidence amounted to was some imprudence, from which the directors derived no advantage whatever. The case therefore failed, and the bill must be dismissed with costs.

Solicitors, *H. Phillips; Miller & Stubbs.*

May 31; June 1.

GALLOWAY *v.* MAYOR, &C., OF LONDON.

Form of Process to make an Order of the House of Lords an Order of this Court.

The Master of the Rolls dismissed this bill with costs. On appeal,

The Lords Justices dismissed the bill without costs.

The House of Lords, on further appeal, ordered that the bill should be dismissed with costs, instead of without costs; and they further ordered that the cause should be remitted back to the Court of Chancery, to do therein as should be just and consistent with their judgment.

Swanston moved that the judgment of the House of Lords pronounced in the appeal in this cause might be

made an order of the Court of Chancery, and that the costs of all the defendants to the suit might be taxed, including the hearing before the Master of the Rolls and that before the Lords Justices; and the costs of the present application and all costs incurred by the defendants, except the appeal to the House of Lords; and that the plaintiff might be ordered to pay such costs when taxed.

Selwyn, Q.C., and *Bagshawe*, for the plaintiff, Galloway, contended that it was unnecessary and irregular for the defendants to move that the judgment of the House of Lords should be made an order of the Court of Chancery, and the proper course would have been for them to have applied to get the cause put into the paper for hearing, so that a decree dismissing the bill with costs, in accordance with the order of the House of Lords, might have been made, and the plaintiff might have been ordered to refund to the defendants the costs paid by them to him; and they also contended that the application ought to have been made to the Lords Justices, and that the order should simply be dismissing the bill with costs.

Swanston referred to *Man v. Ricketts*, 3 De G. & Sm. 446.

June 1.—His Lordship said that the application had been properly made after notice, and that the defendants were entitled to their costs of the motion. He would make a decree that the bill be dismissed with costs, excluding those of the motions before the Lords Justices, but including those of this application.

Solicitors, *City Solicitor; Van Sandau, Cumming & Sons.*

May, 25, 30; June 4.

SEAL *v.* SEAL.

Does using the style of "S., Father & Son," constitute a partnership?

This was a suit and a cross suit for accounts of a partnership.

The partners were father and son, and there were questions as to the date from which accounts should be taken; and also whether parts of certain quarries were partnership property or belonged to the father alone.

The son asserted that his father had kept no cash book, and that his application for an account had been refused; also that half of the quarries which constituted the partnership property ought to belong to him as a partner with his father.

It was agreed on both sides that from 1852 to 1857 the son's name had been used in the style of the business; that the son had travelled on behalf of the business; and had represented his father at the exhibition of 1851; but that in 1857, articles of partnership were drawn up, settling the shares of father and son at two-thirds and one-third respectively, and reciting that the father had agreed to admit the son as partner.

The father brought evidence to show that from 1852 to 1857 the son signed no cheques on his behalf. No accounts were settled between them, and no books were kept, and the only agreement for a partnership between them, previous to 1857, was the use of the style of "Seal, Father and Son."

The partnership was dissolved in 1863, and an account had been since settled.

Baggallay, Q.C., and *W. R. Ellis*, for the son, contended that, as the business had been carried on under the style of Seal & Son, from the year 1852, a partnership had existed from that date: *Peacock* v. *Peacock*, 16 Ves. 50.

Southgate, Q.C., and *Everitt* for the father, contended that there was no definite partnership between the father and son until 1857, when articles were drawn up, and that mere use of the style of "Father and Son" did not *per se* constitute partnership.

June 4.—His Lordship said it was plain from the books, as well as from ordinary experience, that use of a style does not make a partnership when other marks of partnership are wanting. The partnership must be held to have existed from 1857 to the dissolution of the partnership. The son must pay the costs of his suit, in which he has failed.

Solicitors, *Hobbs & Seal; H. B. Clarke.*

May 30, 31; June 5.

BENYON *v.* FITCH.

Reversionary interest.—Mortgage—Double contingency.

This was a suit to set aside the sale of a reversionary interest.

The plaintiff was entitled in remainder, expectant on the death of his uncle without leaving issue male, to a life interest in certain lands producing an annual income of about £2,000, and to personalty of the value of about £40,000. In 1861, the plaintiff being at Oxford, and much in debt, a Mr. Collett undertook to obtain for him an advance on his reversionary interest. For this purpose he applied to the defendant, who lent the plaintiff certain sums of money on his promissory notes, charging large sums for discount; and in April, 1862, to enable the plaintiff to take up his promissory note, they advanced him £1000 on mortgage of his reversion, redeemable for £8,500, on the falling-in of the reversion, or for £2,000 if paid before May, 1854, or for £3,000, if paid before 1865. There was also an absolute personal covenant that the plaintiff would, in any event, repay the £1,000 and interest. Out of the £1,000 so advanced the defendants retained large sums for costs and expenses incurred, as they said, in dealing with insurance offices on behalf of the plaintiff.

The plaintiff's uncle was fifty-six when this transaction took place, and unmarried. Two years afterwards the plaintiff offered to redeem his property for the sum of £1,000, with interest at £8 per cent., but the defendants refused this offer.

The bill prayed that the mortgage should stand as security only for such sums as had actually been paid by the defendants to the plaintiff, or to some other person by his order, with interest and properly incurred costs.

The plaintiff's uncle was still unmarried.

Southgate, Q.C., Jessel, Q.C., and *Rawlinson* for the plaintiff.—The evidence shows that the plaintiff was in distressed circumstances, and did not deal with the defendants on equal terms. The absolute covenant for repayment was inconsistent with the sale of a contingency. They referred on this point to *Chesterfield* v. *Jansen*, 2 Ves. 125; *Tottenham* v. *Emmett*, 13 W. R. 123, 14 W. R. 3; *Croft* v. *Graham*, 2 D. J. S. 155; which they said was a case more favourable to the defendant than this, as there was a settled amount. *Bromley* v. *Smith*, 26 Beav. 644, 7 W. R. 557. Though it was difficult to estimate the value of this contingency, it might have been tested by a sale by auction: *Talbot* v. *Staniforth*, 1 J. & H. 484, 9 W. R. 827.

Selwyn, Q.C., and *Cotterill*, for the defendants.—This transaction, where the reversionary interest of the plaintiff (on account of his being only tenant for life) was subject to a double contingency, is altogether different from the cases of *Tottenham* v. *Emmett* and *Croft* v. *Graham*, where the reversion was already vested in the borrower. The actuaries who valued for the plaintiff treated the reversion as a certainty, and excluded the contingency of Mr. Pugh's having issue from their computation. But this contingency created a real additional risk, and as we have been running this risk, by which we might have lost the money lent to the plaintiff entirely, it would be inequitable that we should not be compensated for such a risk. This transaction was *bonâ fide*, and without any surprise or fraud. Under the circumstances, the reversion of the plaintiff was incapable of valuation, and he could not have obtained better terms. They cited *Headen* v. *Rosher*, Mc Cl. & Y. 89; *Lord Aldborough* v. *Trye*, 7 Cl. & F. 436; *Tynte* v. *Hodge*, 2 H. & M. 287, 13 W. R. 172; *Perfect* v. *Lane*, 30 Beav. 197; s. c. on appeal, 3 D. F. J. 369.

Southgate, Q.C., in reply.

His Lordship intimated in the course of the argument,

that the extra risk of which the defendants spoke, might have been covered by insuring against the contingency of the plaintiff not surviving his uncle long enough to pay them their money; and that the transaction must therefore be considered as a common mortgage of a reversionary interest, dependent on the death without issue of his uncle.

His Lordship said—Mortgages and sales of reversionary interests must be judged upon similar principles, and in both cases the burden lies on the purchaser to show that he gave proper value. This is one of those cases in which the defendant could not prove that he gave full value, without having resource to a sale by auction, and he ought, in my opinion, to have accepted the offer of repayment, with interest at £8 per cent, which was more than he was entitled to. I shall declare him entitled to be repaid what he actually advanced, viz., £1,000, and £5 per cent. interest; but, as by refusal of the plaintiff's offer, he rendered this suit necessary, he must pay the costs.

Solicitors for the plaintiff, *J. Mason.*

Solicitors for the defendant, *Fitch & Fitch.*

June 5, 6.

RE AGRICULTURIST CATTLE INSURANCE COMPANY. EX PARTE STEWART'S EXECUTORS.

Deed of Arrangement—Time of essence of contract.

This was an adjourned summons from chambers. The question was, whether certain persons who had retired from the company under an arrangement called the Chippenham arrangement, by a preconcerted forfeiture of their shares, ought to be placed on the list of contributories, on account of their delay in coming in under that arrangement.

The arrangement was dated November, 1848, and these persons had not taken advantage of it till January, 1850, but they insisted that time was not of the essence of the contract.

Baggallay, Q.C., and *Hugh Miller*, for Stewart's executors, cited *Spackman's case*, 13 W. R. 479; *Brotherhood's case*, 31 Beav. 365; *Whitmore* v. *Turquand*, 1 J. & H. 444, S. M. on appeal, 3 D. F. G. 107, 9 W. R. 488.

Selwyn, Q.C., and *Bush*, for the official liquidator.

His Lordship said he should follow his decision in *Brotherhood's case*, and hold that the applicants were not contributories. He fully agreed with Lord Justice Turner's observation, that if he were a juryman he should hold that every member of the company knew of the Chippenham agreement; and he did not consider the lapse of time to January, 1850, to be sufficient to deprive the applicants of their right to come in under that arrangement. His decree would be that, "the Court being of opinion that all persons admitted to the compromise up to and including January, 1850, ought not to be held contributories of the company, declare that the applicants' names be removed from the list of contributories."

Solicitors, *Jones, Blaxland, & Jones; Horne & Murray.*

June 6.

DEEDS *v.* SMITH.—ROLL *v.* ROLL.—These were both suits depending on the construction of wills. The first involved no question of law; and the second was covered by the decision of *Gillman* v. *Daunt*, 3 K. & J. 48, which his Lordship followed.

June 6, 7.

WILD *v.* BANNING.

Creditor's deed—Surplus fund.

This was a suit instituted for the purpose of ascertaining who were entitled to the surplus funds of a creditor's arrangement deed, and the accumulations thereof, under the following circumstances:—

By a creditor's arrangement deed, dated in 1800, it was provided that 15s. in the £1 should be paid to every creditor who executed the deed, and it was further provided that a sum of £2,000 then owing to the debtor should be divided among such creditors as should accede to the deed, in the proportion of their debts.

Difficulties occurred in getting in this sum of £2,000, and caused a long delay.

The present plaintiff was the representative of one of the creditors who executed this deed, and the defendant was the representative of the surviving trustee.

By the time the £2,000 was got in, which was in the year 1815, several creditors had died, and several were unascertained.

By a deed of 1815, reciting that by great lapse of time and loss of documents, it was difficult to discover what persons, besides those who had executed the deed of 1800, might have become entitled to the benefit of that deed by acceding to the same, the creditors who had executed the deed of 1800, and had thereby become entitled to an ascertained dividend, agreed to accept that dividend, and to release the trustees "from the dividends paid by them to the creditors who had executed, and from any funds which they in exercise of the trust might apply or appropriate.

About £600 was now remaining unclaimed, arising from the accumulations of so much of the £2,000 as was not exhausted in paying the ascertained dividends of those creditors who executed the deed of 1815.

The plaintiff, as representing an original creditor, claimed to have the surplus paid to him, to the extent of his full debt, as there were no other claimants, but the trustees submitted that the deed of 1815 was a release of any further claim, and that the debtors next of kin ought to have the surplus in preference to the plaintiff.

Selwyn, Q.C., and *Robson*, for the plaintiff, cited *Williamson* v. *Naylor*, 3 Y. & C. Ex. 209; *Joel* v. *Mills*, 3 K. & J. 458.

Baggallay, Q.C., and *Simpson*, for the defendants.

May 7.—His Lordship said—I think the plaintiff is entitled to a decree. There is no doubt that in the absence of special circumstances, the creditors might divide among themselves, in preference to the trustees, any funds that are unclaimed. But the contention here is that the creditors have released this their right to the trustees; but I am of opinion that the deed of 1815 will not bear this construction, but only operated as an indemnity to the trustees in the performance of their trust. The representatives of the creditors who can be found are entitled, including the plaintiff. Advertisements must be issued for the purpose of ascertaining what creditors are entitled, and who are the representatives of such as are dead, and the money must be paid into court. Costs of all parties to be paid out of the fund.

VICE-CHANCELLOR KINDERSLEY.

March 23, 24; April 17, 18; June 2.

WOODS *v.* AXTON.—This bill was filed by the assignees of a bankrupt named Green, who was a builder, against the three trustees of a deed executed by him for the benefit of his creditors, to set aside that deed, and for an account of the property received by the trustees. The property consisted of building plots, with houses in various stages, freehold and leasehold; Green's practice being to complete the houses and sell them. The bankruptcy took place on or immediately after 22nd June, 1865, on Green's declaration of insolvency filed on the 21st, and the adjudication was on the petition of the plaintiffs. The trustees insisted that this was collusive between the plaintiff and the bankrupt.

The deed was dated 13th July, 1864, and Green thereby assigned all his freehold and leasehold property, stock-in-trade, materials and effects and moneys to the trustees on certain trusts for the benefit of his creditors, the trustees having power to make allowances to the bankrupt in their discretion, and to supply goods to him, one being a timber merchant, another a stone mason, and the other a brick maker; and this, it was contended, was sufficient to vitiate the deed. This deed was registered under the Bankruptcy Act of 1861; but on the 16th July the plaintiff brought an action against Green for £27 1s. 6d., and he applied for a reference as to the amount, and paid £30 into court. The amount of the debt was found with £75 14s. costs, making £102 15s. 6d., for which judgment was entered up. The bill being also filed for an injunction to restrain the trustees from selling the property, his Honour granted that

injunction, in order to keep matters *in statu quo* (10 Sol. Jour. 291), and Lord Chancellor Cranworth affirmed that order on appeal, and considered that there was a debt of £72 15s. 6d.

Several questions were raised:—the plaintiffs insisted that as to the deed, the requisites of the Act of Parliament had not been complied with, and that it was an act of bankruptcy; and this was admitted at the bar, but it was said that there was not a sufficient debt due from the bankrupt to the plaintiff, and that it was a principle of the bankrupt law that the assignee could not stand in a better position than the petitioning creditor; but this principle was denied, and it was contended that the debt was sufficient.

Glasse, Q.C., Waller, and *Reed*, for the plaintiff.

Shapter, Q.C., De Gex, Q.C., and *Busk*, for the trustees.

Robinson for the mortgagees.

KINDERSLEY, V.C., now referred to the facts, and said that the Lord Chancellor had, in effect, so expressed himself on appeal from the order for the injunction, as to decide that there was a sufficient debt, and therefore it was unnecessary for him to express any opinion on the other question. There must be a general decree for an account of the trustees' receipts and payments, and inquiries as to the nature and amount of the property, and as to materials supplied by the trustees to the bankrupt. Costs reserved.

Solicitors, *C. Pullen; Venning, Naylor, & Robins; Simpson & Cullingford.*

VICE-CHANCELLOR STUART.

May 31.

BURTON *v.* TEBBUTT AND OTHERS.

Appearance—C. O. x. *r.* 4.

Swanston moved *ex parte* in this case for leave to enter an appearance for several of the defendants, under the following circumstances:—

Plaintiff filed his bill on the 22nd February, 1866, and on the 16th the defendants' solicitors, for one of the defendants, informed the plaintiff's solicitor that they were instructed to appear for all the defendants. On the service of interrogatories by the plaintiff it was found that an appearance had been entered for one of the defendants only.

Swanston now asked under C. O. x. r. 4, for leave to enter appearance for such defendants as had not appeared.

STUART, V.C.—Have they been served with copies of the bill? [*Swanston.*—Yes, sir.] The proper order will be that unless they enter an appearance within fourteen days, an appearance may be entered for them. You may take an order to this effect, which must, however, be served upon them.

June 1.

IN RE NEWBERY (Infants).

In this case *Bacon, Q.C.* (*C. Hall* with him), informed the Court that Mrs. Newbery had not complied with the order of the Court as to the delivery of her children to their co-guardian, the Rev. J. Caddell (*ante* page 725). They now asked that the proper officer of the court might be sent to take possession of the children with a view to their being delivered over to Mr. Caddell.

STUART, V.C.—You may take an order to this effect. Has the order of the Court, that Mrs. Newbery be committed, been carried into effect?

Bacon, Q.C.—No sir, I can explain how that has not been done.

STUART, V.C.—I desire no explanation. Let the order of the Court be at once carried into effect.

IN RE THE TRUSTS OF RICHARD COLEMAN'S ESTATE.

This was a petition on behalf of Mary Ann Coleman, a lunatic and inmate of the City of London Workhouse, for the payment out of court of a sum of money to which she was entitled under the provisions of the will of one Richard Coleman. The petition asked further that a sum of £40, expended by the workhouse authorities for the support of Mary Ann Coleman, might be repaid them.

Rogers and *Hill* applied for parties interested.

STUART, V.C., said that he thought the principal sum had better remain where it was, and the dividend only be paid to the petitioner, to be applied in providing further comfort for the lunatic. His Honour refused to make any order as to the sum proposed to be paid to the workhouse authorities.

CATOR *v.* BRITISH SLATE COMPANY.

This was a bill to restrain the defendants from carrying into effect a resolution by which they had declared certain shares held by the plaintiff forfeited, and praying to be allowed to stand on the company's list of shareholders as the holder of 400 £1 shares.

The company was formed originally on a capital of £75,000, in shares of £1 each, but in 1860 a resolution was passed which converted the existing shares into £10 shares, with £5 paid up. The directors, however, of whom the plaintiff was one, accepted the conversion; on the condition—that all others should do the same. The plaintiff's case was that this condition was not fulfilled, and that, consequently, as no conversion had taken place with respect to his shares, he was not liable for calls subsequently made upon the footing of his having given such consent. The evidence clearly showed that both the plaintiff's application for a transfer was conditional, and that the condition had not been fulfilled.

Darby for the plaintiff.

Malins, Q.C., and *Swanston*, for the defendant.

After occupying the Court the greater part of the day the case was compromised.

VICE-CHANCELLOR WOOD.

May 29, 30.

ORD *v.* ORD.

Will—Condition—Tithes—Glebe.

This was a family suit, instituted for the purpose of obtaining the decision of the Court as to certain dispositions in the will of the late Sarah Latham, which was dated the 2nd of July, 1835. After a recital that the testatrix was possessed of one-third of the rectorial tithes of the parish of Bexley as joint-heiress with her two sisters, the will proceeded as follows:—"Now I give to my dear sisters, Eliza Dare Ord and Louisa Ord, the said third part or share, to be equally divided between them, and to be held by and subject to the same conditions by which my two sisters hold the other two parts or shares." The real estate was devised in the following terms:—"All my lands, tenements, and real property which I may die possessed of I give to my two sisters, to be divided as near as may be between them, but in case of her or their decease I give the same to the respective heirs of my dear sisters. And I give my said sisters the power by deed or appointment to make such distribution of the above-named property among their children or child as they may think proper, but in default of such an appointment I desire the same may be divided among my nephews and nieces, subject to the life of their surviving parents." At the date of the will the two sisters were married, and their shares of the tithes were in settlement. At the date of the will testatrix had no real estate except the tithes and the glebe land of the rectory. She did not afterwards acquire any other real estate.

The question on the first devise was as to the meaning of the words "subject to the same condiitons by which my two sisters hold the other two parts or shares."

On the two devises there was a question whether the glebe passed by the devise of the tithes, or under the general devise of the real estate.

On the second devise the question was whether the general real estate went to the sisters in fee or to them for life, with remainder to their children, as they should appoint. The glebe lands were of gavelkind tenure.

W. M. James, Q.C., and *Dickinson*, for the plaintiff, argued that the conditions spoken of in the first devise referred to the marriage settlements of the two sisters. Some meaning must be given to the words of condition, and there could be no other meaning. The devise of the real estate was a gift to the two sisters for life, with a power of appointment among their children.

Druce for the defendants in the same interest.

Shebbeare argued that the tithes were not subject to the custom of gavelkind: *Doe* d. *Lushington* v. *Bishop of Llandaff*, 2 B. & P. N. R. 491.

Wickens, for the eldest son and heir-at-law of Louisa Ord, contended that the glebe lands passed with the tithes

to the two sisters in fee, and that the words of the first devise did not bring them under the settlements. Testatrix could never have intended to refer to the settlements. Devises under a gift of this sort must take in fee unless cut down to a smaller estate.

Swanston for the heir-at-law of the other sister.

Eckewich for some of the heirs in gavelkind, and *Bagshawe* for another heir in gavelkind.

W. M. James, in reply, cited *Ross* v. *Ross*, 2 Coll. 269.

WOOD, V.C., said there could be no doubt that, regard being had to the circumstances of the case, the glebe passed under the gift of the residue. The words in the gift of the residue were enough to pass the fee, and that gift was to the sisters for life with remainder to their children as they might appoint, and in default of appointment to their children *per stirpes*. Each sister was to appoint among her own children. (His Honour reserved judgment on the question of the condition in the first devise.)

May 30.—WOOD, V.C., said that, on the whole, he was justified in thinking that under the said devise the two sisters took according to the trusts of their settlements. The conditions could not be those attached by law to a gift of tithes; but this was a will imposing conditions, and not referring to those it would have no effect on. The words would otherwise be simply useless and unmeaning. His Honour pronounced a decree in accordance with this view.

June 5.

IN RE BANK OF LONDON.

Rolt, Q.C., on behalf of the directors and a majority of shareholders, moved to have Mr. Coleman appointed official liquidator of this bank, an order to wind up which had been made on Saturday last.

Locock Webb, for a large shareholder, opposed the motion. A provisional liquidator had been already appointed, and he could do whatever was most pressing. It would not be wise to have the official liquidator proposed by the directors appointed, as there might hereafter be questions as to the conduct of the directors themselves.

Cotton, for the Bank of England, urged strongly the necessity of immediate appointment of an official liquidator, as there were bills of exchange waiting for his indorsement, and other documents requiring his signature.

Giffard, Q.C., and *Druce*, for other persons interested, also pressed for an immediate appointment in the interests of all parties.

Swanston, for petitioners.

WOOD, V.C., made the order, appointing Mr. Coleman liquidator, with power to indorse bills of exchange, promissory notes, and cheques to order, and such other powers as the judge in chambers might direct. No one, he said, had made any objection to Mr. Coleman personally, and the holders of 20,000 had had time to make up their minds, and so might the others have done.

RODGERS *v.* KOHN.

Injunction—Trade-mark—Fraudulent imitation—Guilty knowledge.

This suit was instituted for the purpose of obtaining an injunction to restrain the defendant from importing, and also from transmitting abroad, cutlery not manufactured by the plaintiffs, but having thereon the trade-mark of the plaintiffs or an imitation thereof.

It appeared that the defendant had ordered from his correspondent in Germany certain cutlery for transmission to Australia.

The goods in question were, by the mistake of a lighterman, landed in this country; and thereupon they were examined by the authorities of the Custom-house; and as they were found to be branded with the plaintiffs' name, they were, under the Customs Consolidation Act, 1853, seized by the authorities. The defendant submitted to the injunction, and the only question raised in the suit was whether or not he should pay the costs.

Rolt, Q.C., and *Archibald Smith*, for the plaintiffs, contended that the defendant should pay the costs of the suit upon the ground that he had ordered goods into this country branded with the plaintiffs' trade-mark.

Swanston, for the defendant (*Giffard, Q.C.*, with him), contended that the defendant had not ordered the goods as alleged, and in fact was ignorant that they bore the plaintiff's trade-mark until he saw them in the possession of the Custom-house authorities.

The Vice-Chancellor said that in the present case the question of guilty knowledge was reduced to an unpleasant inquiry. The circumstances of the case were such that the defendant should have explained much which he had failed to explain, and the plaintiffs had made a case which entitled them to costs. It was proved that the defendant knew of a practice which prevailed amongst manufacturers of cutlery abroad, of affixing to their goods the names of English makers, to make them sell better. Upon the articles purchased by the defendant was found an imitation of the card or pattern which the plaintiffs were in the habit of affixing to their goods; and there was no doubt that the imitation of the plaintiffs' trade-mark was deliberate, and had not been made at haphazard. The defendant having these goods in his possession must be restrained from transmitting them to his agents in Australia. There was no doubt that the defendant had ordered the goods; and it lay on him to prove that he was ignorant of the brand upon them; but this he had failed to do, and a perpetual injunction must be awarded, the defendant to pay the costs of the suit.

Solicitors for the plaintiffs, *Church & Sons.*

Solicitors for the defendant, *Linklaters & Hackwood.*

June 5.

THAIN *v.* RICHES.—*Administration Suit—Practice.*—This suit was instituted for the administration of the real and personal estate of the testator in the cause.

Bathurst, for the plaintiff.

Phear, for the defendant, who was the executor of the testator, claimed to have already administered the personal estate many years ago, and also contended that a certain sum of £70 was due and owing to him from the estate of the testator, in respect of a payment made by their executor, in the course of such administration. Upon these grounds he argued that the proposed administration of the personal estate of the testator ought to be limited to this particular item of £70.

WOOD, V.C., said, that he could not at present decide the question, whether or not the executor was entitled to be allowed the sum of £70; but all he could do was to direct an inquiry, whether the £70 was paid by the executor out of the testator's estate, or out of the executor's own moneys: and for the purpose of this inquiry, an account of the testator's personal estate would have to be taken.

Ultimately the parties agreed that the claim of the executor, to be allowed the £70, should be withdrawn; and that the decree should go for the administration of the real estate alone.

MCKEWAN *v.* DAWES.—*Mortgage—Administration suit.*—This suit was instituted by an equitable mortgagee to realise his security.

The mortgagor was dead, and his property had been ordered to be sold by a decree made in a suit which the defendants, as his executors, had instituted for the administration of his estate.

The defendants were not only executors under the will of the mortgagor, but were also beneficially interested in the mortgaged estate.

The only question in the suit was as to the costs, the defendants contending that the suit was unnecessary, inasmuch, as the plaintiff might, as they alleged, have obtained all that he was entitled to under the decree which had been made for the sale of the mortgagor's property in the administration suit.

Rolt, Q.C., and *Lake* for the plaintiff.

W. M. James, Q.C., and *Fischer* for the defendants.

The Vice-Chancellor said that, in order to stop the suit, the defendants should have made to the plaintiff a proper tender; and that as they had not done that, there was nothing to deprive the plaintiff of his costs. The amount due to the plaintiff must be ascertained, and paid within six months, and in default of payment, the mortgaged estate would be sold under the direction of the judge in chambers.

Solicitors for the plaintiff, *Wilkinson & Co.*

Solicitors for the defendants, *Fortune.*

PHILLIPS *v.* NOCK.—*Administration Suit.*—In this case the plaintiffs were trustees under the will of the testator in the cause, and they filed the present bill for an administration of a particular part of the testator's property. The necessity for the present suit

arose, not from any difficulty of construction on the will, but solely from the conflicting rights of the parties interested thereunder. In order to ascertain the rights of the parties, certain accounts and inquiries were directed by the Court to be taken and made, and a decree for the administration of the estate was made.

Willcock, Q.C., Martineau, Humphrey, and *H. M. Jackson,* appeared for the various parties.

Solicitors, *Martineau* ; *Reed.*

DEAR *v.* WEBSTER.—*Partnership—Account.*—This suit was instituted by the assignees in bankruptcy of Dion Boucicault, to have the affairs of the partnership between him and the defendant wound up under the direction of the Court.

The terms of the partnership were contained in a letter written to Dion Boucicault by the defendant, on the 1st day of July, 1861. By this letter the amount of the partnership capital was fixed, and all receipts and expenses of the theatre of which Dion Boucicault and the defendant were proprietors, were to be made up and settled, and the profits of the theatre divided weekly. The partnership was to last for a term of three years from the 1st of October, 1861.

W. M. James, Q.C., and *Swanston,* for the plaintiff, asked for an account of the partnership affairs. There were, they said, certain items of account in dispute between the parties, and they suggested that all questions as to these should be now determined. Three points, they said, had been raised by the defendant. The first point was—that the letter of the 1st July, 1861, operated merely as an agreement, and did not constitute a partnership, upon the ground that it was customary in the theatrical world for an actor and theatrical manager to divide the receipts of a theatre, without constituting a partnership. The second point was, as to whether the rent of a part of the theatre, namely, the Queen's box and the refreshment saloon, ought to be included in the partnership account. The third point was, whether certain articles paid for and brought into the theatre, were partnership property.

Sir H. Cairns, Q.C. (*C. W. Wood* and *Swinburne* with him), for the defendant, observed that it was a matter of speculation only whether there was a partnership or not, for that an account must be taken between the parties upon the footing of the agreement between them. As to the other questions, it would be proper for the chief clerk to dispose of them in chambers.

The Vice-Chancellor directed a general account of the transactions between the parties to be taken upon the footing of the agreement.

Solicitors for the plaintiff, *Linklaters & Hackwood.*

Solicitors for the defendant, *Webster & Robinson.*

COURT OF QUEEN'S BENCH.

June 1.

SWINFORD *v.* KEBLE.—Special case.—*Bovill, Q.C.* (*Tomlinson* with him), for the plaintiff.

Manisty, Q.C. (*Watkyn Williams* with him), for the defendant. *Cur. adv. vult.*

SOMES *v.* JENKINS.—Special case.—*Bovill, Q.C.* (*T. Jones* with him), for the plaintiff.

Mellish, Q.C. (*Cohen* with him), for the defendant. Judgment for plaintiff.

June 2.

IPSWICH DOCK COMMISSIONERS *v.* OVERSEERS OF ST. PETERS, IPSWICH.—This was a case stated on appeal against a poor rate.

Manisty, Q.C. (*Cherry* with him), for the respondents.

Pickering, Q.C. (*Stevenson* with him), for the appellants. Rate affirmed.

June 4.

PARR *v.* ELLIS.—Action of libel tried before Lush, J., at the Middlesex sittings in the present term.

Huddleston, Q.C., moved pursuant to leave reserved to set aside the verdict for the defendant, and enter a verdict for the plaintiff *non obstante veredicto.* Rule *nisi.*

EX PARTE LUCAS.—*Keane, Q.C.,* moved for a *mandamus* to justices to state a case under 20 & 21 Vict. c. 43. Rule *nisi.*

REG. *v.* THE COMMISSIONERS OF SEWERS OF CALDECOT.—Enlarged rule. Part heard.

Manisty, Q.C. (*Smythers* with him), was heard in support of the rule. Rule absolute.

DOUBLE *v.* FULBROOK.—Tried before MELLOR, J., at the sitting in the present Term in Middlesex.

Hayes, Serjt., moved for a rule to set aside the verdict on the ground that it was against the weight of evidence. Rule *nisi.*

EX PARTE GENERAL AUCTION GUARANTEE COMPANY.—*Wright* moved for a writ of *mandamus* to the sheriff of Middlesex to assess compensation under the Lands Clauses Consolidation Act. Rule *nisi.*

EX PARTE PECK.—*H. Matthews* applied for a *mandamus* to the Archdeacon of Lichfield to administer the statutory oath of office to the applicant on his appointment as churchwarden.

The Court, on the authority of *Reg.* v. *Rice,* 1 Ld. Ray. 138, made a Rule absolute.

BACON *v.* WATERLOW.—*Dixon* moved that this case should be heard before a special jury. Rule *nisi.*

SCHWEITZER *v.* XENOS.—*Garth* moved to set aside an order of SHEE, J., discharging the defendant out of custody. Rule refused.

SHAW *v.* MICHELL.—*Laxton* moved to refer this case back to the Master. Rule refused.

MILLER *v.* ERNTEMAN.—*Purcell* moved for an order calling on the plaintiff, an attorney, to deliver his bill of costs to the defendant. Rule refused.

FELTHAM *v.* ENGLAND.—This part-heard case was continued, *Daly* being heard against, and *Chambers, Q.C.,* and *Hance,* in support of the rule.

The Court deferred giving judgment until after the argument of the case of *Wells* v. *Rennie* in the new trial paper.

June 5.

LAWRENCE *v.* HITCH.—Special case.

Mellish, Q.C. (*Sawyer* and *Harington* with him), for the plaintiff.

Macnamara (*Powell, Q.C.,* with him) for the defendant.

The Court deferred giving judgment till the decision of the case of *Bryant* v. *Foot,* now standing for judgment.

HART *v.* THE MAYOR OF FOLKESTONE.—Special case.

Bovill, Q.C. (*Biron* with him), for the plaintiff.

Mellish, Q.C. (*F. M. White* with him), for the defendant.

June 6.

EX PARTE WIDEMANN.—*McMahon* moved for a writ of *habeas corpus.* Rule *nisi.*

EUSTACE *v.* SARGENT.—*Anstie* appeared against an order of justices under the Cattle Plague Act; no one appeared in support of the order. Case remitted to sessions.

WAKEFIELD LOCAL BOARD *v.* WEST RIDING AND GRIMSBY RAILWAY COMPANY.—*Cleasby, Q.C.* (*Maule* with him), for the appellants.

Hannay, for the respondents, took a preliminary objection to the jurisdiction of the Court. Case struck out.

REG. *v.* PHILLIPS.—*Ballantine, Serjt.,* and *Garth,* for the appellants, in support of the order of sessions.

Hawkins, Q.C., Brown, Q.C., and *Lucius Kelly* for the respondents. Order of sessions quashed.

WINDSOR *v.* JEFFERY.—*Bayford* was heard in support of the conviction, but, being unable to distinguish the case from that of *Smith* v. *Redding,* argued on the 2nd of May,

Anstie, contrà, was not called on. Conviction quashed.

EX PARTE LAWES; RE THE NORTH LONDON RAILWAY COMPANY.—*Hawkins,* Q.C., moved for a *mandamus* to the company to assess compensation under the Lands Clauses Consolidation Act. Rule *nisi.*

EX PARTE COX; RE THE METROPOLITAN RAILWAY COMPANY.—*C. Pollock* made a similar motion. Rule *nisi.*

COURT OF COMMON PLEAS.

May 28.

COULTHURST *v.* SWEET.—This was an action for money had and received, being the sum of £109 alleged to have been overpaid to the defendants, who were shipowners, for freight. At the trial a verdict was found for the plaintiff, and a rule was subsequently obtained to set aside the verdict, and to enter a nonsuit.

Denman, Q.C., and *Horace Lloyd,* showed cause against the rule, and

G. Francis appeared in support of it. Rule discharged.

May 30.

HOLMES *v.* RANDEGGER.—*Hannen,* for the defendant obtained a rule to stay the proceedings in this action under the 11th section of the Common Law Procedure Act, 1854, on the ground that the charter-party on which the action was brought contained a general clause of reference, which was applicable to the present cause of action.

DOMVILLE *v.* PRATT.—*Pritchard* obtained a rule *nisi* to attach the defendant for not answering interrogatories.

Attorneys for the plaintiff, *Hardisty & Rhodes.*

EVANS *v.* LEWIS.—*McIntyre* moved to set aside an order of KEATING, J.

The action was against an attorney for negligence in not registering a bill of sale. Interrogatories had been administered to the defendant to ascertain what deeds, books, papers, &c., he had in his possession belonging to the plaintiff or relating to the matter in dispute, to which the defendant made answer that he had none. Application was then made by the plaintiff, at chambers, for discovery under the 50th section of the Common

Law Procedure Act, 1854; his object being to inspect a book belonging to the defendant, in which, it was believed, were entries relating to the matters in dispute.

KEATING, J., refused the application on the ground that what was sought to be discovered should have appeared in the interrogatories.

The Court were of opinion that the learned judge had exercised his discretion rightly. Rule refused.

HUNTER *v.* ROBERTS.—This was an action tried before COCKBURN, C.J., at Chester.

McIntyre, for the plaintiff, showed cause against a rule to set aside the master's taxation.

Giffard, Q.C., and *Bowen* supported it.

Rule discharged on terms.

Attorneys for the plaintiffs, *Harrison & Lewis.*
Attorneys for the defendants, *Reed & Phelps.*

COULTHURST *v.* SWEET.—In this part heard case, *Denman, Q.C.*, and *Horace Lloyd*, for the plaintiff, showed cause against the rule.

Francis in support of it. Rule discharged.

Attorneys for the plaintiffs, *Green & Allin.*
Attorney for the defendants, *W. J. Pelham.*

HILLIER *v.* ALEXANDER.—This was a rule to enter the verdict for the plaintiff with £10 damages, and to amend the pleadings.

Karslake, Q.C., showed cause.

Pinder, in support of the rule. Rule discharged.

WARD *v.* WESCOMB.—*Coleridge, Q.C.*, and *Cole* showed cause against the rule.

Karslake, Q.C., and *Kingdon* in support of it.

Rule absolute for a new trial.

Attorneys for the plaintiffs, *Merriman & Buckland.*
Attorneys for the defendants, *Halse, Trustram, & Birt.*

May 31.

WILLIAMS *v.* BIRD AND OTHERS.—*Barrow* moved for a rule *nisi* in this case, calling on the plaintiff to show cause why she should not pay the costs of the day for not going to trial. Since the commencement of the action the plaintiff had been married to one of the defendants. The Court granted a rule calling on the husband and wife to show cause why one of them should not pay the costs of the day, and why the defendants should not enter a suggestion on the record that the marriage had taken place, and why all further proceedings in the action should not be stayed until the costs were paid.

JACOB *v.* DAVIS.—This case had been referred to the master who had heard and decided upon it.

Joyce now obtained a rule to show cause why the certificate should not be set aside, and the action referred back to the master on certain terms, on account of the rejection of evidence which should have been admitted.

CONNOLLY *v.* BREMNER.—*Sir G. E. Honyman* obtained a rule to show cause why the trial should not be postponed.

ROLLISTON *v.* MAHON.—*Holl*, on behalf of the plaintiff, obtained a rule to show cause why the plaintiff should not exhibit interrogatories to the defendant.

EX PARTE THE EXECUTORS OF T. ALLEN.—*Sir G. E. Honyman* obtained a rule to show cause why an attachment should not issue against an attorney for not delivering his bill of costs.

June 1.

MCCULLOCH *v.* LOUGEE.—In this case, part heard on the 29th of May, the Court gave judgment for the defendant, on the ground that there was no contract.

COOPER *v.* STRONG.—This was a demurrer to a replication.

Garth, in support of the demurrer.

Littler, contra.

Judgment for defendant, unless plaintiff applies within a fortnight to amend.

Attorney for the plaintiffs, *C. Wilson.*
Attorney for the defendant, *J. H. Kaye.*

SMITH *v.* LITTLEDALE.—Demurrer to a declaration against the defendant as steward of certain horse-races and stakeholder, for not deciding which horse won.

Hardinge Giffard, Q.C. (*Peel* with him), in support of the demurrer.

Hayes, Serjt. (*Mereweather* with him), in support of the declaration. To stand over till after trial of issues in fact.

Attorneys for the plaintiff, *Austen, De Gex, & Harding.*
Attorneys for the defendant, *Field & Roscoe.*

FAITH AND OTHERS *v.* GUPPY AND OTHERS.—Demurrers to two pleas.

Sir G. Honyman in support of the demurrers.

Watkin Williams in support of the pleas.

Defendant to be at liberty to amend on terms.

Attorneys for the plaintiffs, *Cotterill & Sons.*
Attorneys for the defendants, *Freshfields & Newman.*

June 2.

CAIRNS *v.* WILDE.—*W. D. Seymour, Q.C.*, moved to enter the verdict for the defendant. Rule refused.

AMOR *v.* HYDE.—*O'Malley, Q.C.*, moved to enter the verdict for the defendant. Rule refused.

BABBS *v.* HEATHCOTE.—*Bridgman*, for the defendant, obtained a rule for a new trial.

June 4.

DEFFELL AND ANOTHER *v.* WHITE.—This was an interpleader issue. It was tried before Byles, J., on 31st May, when a verdict was found for the defendant. The action was brought to try the right to certain property formerly belonging to the English Opera Company. The plaintiffs claimed the property as trustees for certain debenture-holders under a bill of sale; and the defendants claimed an execution.

Denman, Q.C., now moved for a rule *nisi* to enter the verdict for the plaintiffs pursuant to leave reserved, on certain points connected with the construction of the Bills of Sales Act.

Rule granted.

CLIFFORD *v.* FILDER.—*Kelly* applied to the Court to enforce an award. The action was for an illegal distress, and was referred, and the arbitrator had made his award. The Court granted a rule to show cause why possession of the premises should not be given up, and the money payable under the award be paid.

June 5.

HARRISON *v.* THE EAST INDIAN RAILWAY COMPANY.—*Watkin Williams* obtained a rule *nisi* for a *mandamus* to the Supreme Court at Calcutta for the examination of witnesses.

COURT OF EXCHEQUER.

May 31.

REDWAY *v.* SWEETING.—This was an appeal from an order made by WILLES, J., at chambers, refusing to allow two pleas to be added to the record.

Hannen had obtained a rule to show cause why the pleas should not be added.

White showed cause against the rule.

Hannen was heard in support. Rule absolute.

LONGWORTH *v.* ASH.—A rule had been obtained in this case for a new trial on the ground that the verdict was against the weight of evidence.

Overend, Q.C., appeared to show cause.

Field, Q.C., and *Kemplay*, in support.

The Court having ascertained that the judge who tried the case was not dissatisfied with the verdict,

Discharged the rule.

SUTHERLAND *v.* ALHUSON.—This was an action for the non-delivery of certain casks of bicarbonate of soda.

Verdict for the plaintiff.

Temple, Q.C., and *T. Jones*, showed cause against a rule obtained to enter the verdict for the defendant.

Manisty, Q.C., in support of his rule, was not called on.

Rule absolute.

June 2.

GRIFFITH *v.* THE LONDON AND NORTH WESTERN RAILWAY COMPANY.

This was an action under Lord Campbell's Act, by a widow, to recover damages on account of the death of her husband, alleged to have been killed through the negligence of the defendants.

The deceased came to the goods station of the defendants at Liverpool, to deliver goods. Having done so, he crossed the yard to get his receipt signed by Newman, a servant of the defendants. Newman was engaged in working a jigger, and when deceased spoke to him, he checked the jigger, leaving a bag of madder, which was being raised by it, suspended in the air. Newman having no ink in his pen, the deceased offered to go and get some for him. In doing so he crossed over some packages that were lying about, and was in the act of walking under the madder bag suspended from the jigger, when it slipped from the string which supported it and killed him. There was a clear way by which the deceased could have approached the hut in which the ink was kept. The jury found for the plaintiff.

Edward James, Q.C., obtained a rule to enter a nonsuit or verdict for the defendants, on the ground that there was no evidence of negligence to go to the jury; or for a new trial, on the ground that the verdict was against the weight of evidence.

Brett, Q.C., and *Quain*, showed cause.

E. James, and *Bristow*, in support, were not called upon.

The Court made absolute the rule to enter a nonsuit, and postponed the question as to whether they would grant a new trial until the first question, if made the subject of an appeal, should be decided in the Exchequer Chamber.

GROVES *v.* RITCHIE.—*C. Pollock* showed cause against a rule that had been obtained in this case for a new trial, on the ground of surprise. The defendant, it seems, was in Court when her case was called on, but was not aware that it was about to be tried, and it was taken virtually as an undefended case.

J. Jones, in support, was not called on. Rule absolute.

COURT OF BANKRUPTCY.

May 31.

(Before Mr. Commissioner HOLROYD.)

IN RE F. P. CAMPBELL.—The bankrupt, who was described as a barrister-at-law, of Mortimer-street, Cavendish-square, applied by adjournment to pass his examination, and for an order of discharge.

Howell (Solr.) was for the assignees, and *R. Griffiths* for Mrs. Vink, a creditor.

This case had been adjourned to give the bankrupt an opportunity of settling with his creditors, by payment of a composition out of funds of which he would be in receipt on the sale of an estate at Kingsdown, Kent, contracted to be sold; and it was stated that three months would give time for the completion of the purchase. The estate was not yet sold, and no account had been rendered by the bankrupt of his interest in the Kingsdown estate. Objection was raised to the validity of the petition, on the ground that the bankrupt had omitted to describe himself as of his chambers, 17, Southampton-buildings, and Adelphi; and the opposing creditor asked that the petition should be dismissed.

Griffiths asked the bankrupt whether he had paid the rent of his chambers to the landlord.

The bankrupt said that he had not, because the landlord owed him money for briefs.

Mr. Commissioner HOLROYD said it was important that a bankrupt should accurately state his description, so that the creditors might identify him. Here the bankrupt was without excuse, for he was in the profession, and must have known his duty in this respect. The petition would be dismissed.

Petition dismissed accordingly.

COURTS.

MASTER OF THE ROLLS.

June 7.—*Re The General Exchange Bank (Limited).*—Mr. *Jessel, Q.C.*, and Mr. *J. Napier Higgins*, moved in this case for an order to commit Mr. John Arthur Roebuck, M.P., for contempt of court, under the following circumstances:—Mr. Roebuck was the chairman of the board of directors of the above-named company. Some petitioners, who claimed to be paid a sum of upwards of £4,000, presented a petition (which is to be heard on Saturday next), praying for an order to wind-up the company. On the 2nd June the following advertisement appeared in the *Standard* and three other newspapers :—"The General Exchange Bank (Limited), 79, Lombard-street, London, June 1st, 1866. 1. The purpose for which Messrs. Clinch, Smith, & Co.'s petition has been presented can easily be imagined when it is known that the petitioners have no legal claims on the bank, and they know it. 2. The petitioners are not creditors. 3. That their pretended claims they are afraid to submit to legal arbitrament. 4. That the proceeding by way of petition is supposed to be a safe means of doing mischief. Unscrupulous persons thus attempt, in dangerous times, to obtain by means of terror, what justice will not give them. Under these circumstances the directors of the General Exchange Bank (Limited) look upon it as due to their own shareholders, and to those of all similar companies, to resist this way of proceeding by petition in the case of a fairly disputed claim.—On behalf of all the directors, J. A. Roebuck, Chairman."

It was contended in support of the motion that the advertisement was a contempt of court, for it prevented witnesses coming forward to give evidence in the matter of the petition, and it was in other respects libellous and scandalous. The motion also asked for an injunction to restrain the directors from publishing any more advertisements of the same or a like nature.

Mr. *Selwyn, Q.C.*, and Mr. *Roxburgh*, appeared for Mr. Roebuck and the directors of the company ; and Mr. *Cottrell* for the company itself.

Lord ROMILLY expressed his opinion to be that the advertisement was an improper one, but not one of such impropriety as to justify his making an order to commit Mr. Roebuck. He thought, however, that he or his counsel should give an undertaking not to repeat the publication of the advertisement.

Mr. *Selwyn, Q.C.*, gave the undertaking immediately.

Lord ROMILLY then said he would dispose of the costs of this motion, after hearing the petition for the winding-up order, on Saturday.

GENERAL CORRESPONDENCE.

BANKRUPTCY ACT, 1861, s. 198.—PROTECTION FROM PROCESS AFTER REGISTRATION OF TRUST DEED.

Sir,—I shall feel obliged by yourself or any of your correspondents expressing an opinion whether it is essential to obtain the leave of the Court of Bankruptcy to issue process against the goods or person of a debtor, after registration and notice of a trust deed, quite irrespective of the question whether it is valid or invalid within the 192nd section. Thus supposing A. to obtain a county court judgment for a small debt against B., who has registered a trust deed, invalid for want of the assent of the secured creditors, must A. obtain the leave of the Court of Bankruptcy to issue execution as a *sine qud non?* Shee, J., expresses an opinion, in his judgment in *Lloyd* v. *Harrison*, 13 W. R. 610, that leave is necessary in every case, and it appears necessarily to result from the affirmance of the judgment in this case, 14 W. R. 737, that in no instance of a registered deed can the execution creditor safely dispense with leave to issue execution.

LECTOR.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, June 5.

PENSIONS BILL.

On the motion for going into committee on this bill,

Lord ROMILLY said that he had presented a petition from the Incorporated Law Society, against this bill, and he was authorised to state that the three Vice-Chancellors fully concurred in the belief expressed in the petition, that the measure would have a very injurious and prejudicial effect. That was also the opinion of Lord St. Leonards. What the bill did was to reduce all the retiring pensions in the Court of Chancery to the same system as that which applied to the ordinary civil servants, and thus a man who took office at the age of forty or fifty would be placed in the same situation as a man who took office at the age of twenty. The commission which reported in 1847 drew a distinction between the two cases. The commission afterwards appointed had put an end to the masters, and placed chief clerks in their places. This had proved a very beneficial change—the litigious business had not increased, but had rather diminished, while the administrative business had increased to an enormous extent. The effect of the bill would be that it would be impossible for any of these officers to obtain the retiring pension unless he retained office till he was something like eighty years old. It was true that there was power for the Lord Chancellor, with the assent of the Treasury, to add on years, but, according to the rules of the Treasury, an addition of ten years would be the utmost allowed, and the result would be that a person entering the office at fifty, after serving twenty years, would be entitled to one-third of his salary.

Lord CHELMSFORD entirely agreed with all the observations of his noble and learned friend. It was extremely difficult to get efficient taxing-masters, masters in lunacy, and other officers to whom this bill would apply—the persons they desired to appoint being mostly in possession of a large professional income—unless they gave proper remuneration, and held out a prospect of a fair retiring allowance. If the retiring allowances were reduced to the level of the civil service, he believed the change would have a most prejudicial effect.

The LORD CHANCELLOR regretted extremely that he took a totally different view of the provisions of the bill from both of his noble and learned friends. If he thought the bill really would interfere with the efficiency of those most valuable public servants to whom allusion had been made, namely, the chief clerks, he should have been the last to introduce it. If it were made out that the salaries were insufficient to secure the best officers, he should be willing that they should be increased. But he objected to the principle of remunerating officers by a sort of prospective assurance that when their health failed they would have a certain retiring pension. The correct principle was to remunerate persons adequately, and that they should, to a certain extent, provide for the future out of their salaries, but it was quite right with regard to all offices in the public service that provision should be made for superannuation allowances when they had served a length of time, or had become in other ways incapacitated for the discharge of their duties. It was always difficult to determine what ought to be the amount of superannuation allowance, and upon what principle it should be calculated, but that difficulty had been met by the elaborate report of the commission appointed when Lord Derby was Prime Minister, which now governed the pensions of all civil servants. The second object of the bill was to take away from the Lord Chancellor the absolute right which at present rested with him, and to give to the Treasury the power of determining upon the report of the Lord Chancellor the amount of pension to which the person retiring was entitled under the Act of Parliament. A more just and reasonable arrangement could not, in his opinion, be suggested, and he trusted their Lordships would have no difficulty in passing the bill.

The House then went into committee on the bill, and the various clauses were agreed to, with some amendments moved by Lord Clarendon.

Thursday, June 7.

CHARITABLE TRUSTS BILL.

The LORD CHANCELLOR said he had to ask their lordships to give a first reading to this bill. By an Act of Geo. 2, deeds conveying land on charitable trust required to be enrolled in the Court of Chancery within six months from the execution. A great many Acts had been passed from time to time, extending the period of enrollment under certain circumstances, and what he now proposed was to pass a general Act to enrol such deeds at all times, where the Court of Chancery was satisfied that the omission to enrol arose from inadvertence. The bill contained a saving of all existing rights.

COMPANIES ACT (1862) AMENDMENT BILL.

On the motion for going into committee on this bill,

LORD OVERSTONE animadverted upon the facilities which the Legislature had of late years afforded for the establishment of joint-stock companies with shares of small amount and limited liability, and objected to passing a measure which proposed to facilitate the splitting up or multiplication of this description of shares.

Lord STANLEY OF ALDERLEY defended the bill.

Earl GREY moved that the house go into committee on that day three months.

Lord TEYNHAM supported the bill.

The House divided—

For going into Committee.....	14
Against	17
	—— 3

The bill was therefore lost.

HOUSE OF COMMONS.

Wednesday, June 6.

REAL ESTATE INTESTACY BILL.

Mr. LOCKE KING, in moving the second reading of this bill, said that its object was to remedy a serious defect in the law in the case of owners of real property dying intestate, but it did not interfere in the slightest degree with settled estates. The bill proposed that where a man died without a will the same rule should prevail regarding his real property as existed with reference to personalty. All the great estates of the country were settled and entailed, so that if the bill became law it would not affect the possessions of the aristocracy.

Mr. B. HOPE opposed the bill, and reminded the House that the question had been carefully considered seven years ago, when a measure similar to this was thrown out by 271 to 76. In his opinion the system according to which land descended in this country was eminently practical, liberal, and commercial; whereas the adoption of the principal proposed by the bill would tend to the division of landed property into minute proportions, and virtually establish a system little better than squatting. He moved as an amendment that the bill be read a second time that day six months.

Mr. GOLDNEY seconded the amendment.

The ATTORNEY-GENERAL opposed the bill, which was supported by Mr. BRIGHT, who took the opportunity of slyly laughing at the recent conversion of the honourable and learned gentleman on other questions, and said he hoped yet to hear him contradict himself on this one.

The bill was opposed by Mr. Henley, Mr. Whiteside, Q.C., Lord J. Manners, Mr. Hibbert, Sir J. Walsh, Mr. Barrow, and the Chancellor of the Exchequer; and supported by Mr. Neate, the Attorney-General of Lancaster, and Mr. Ewart.

The House divided—

For the second reading	84
Against	281
	——197

The bill was accordingly lost.

IRELAND.

THE METROPOLITAN POLICE MAGISTRACY.

We understand that this office, made vacant by Mr. John C. Stronge's appointment to the Solicitorship of the Excise, has been conferred on Mr. Charles Joseph O'Donel, of the Connaught Circuit, who was called to the bar in 1845.

FOREIGN TRIBUNALS & JURISPRUDENCE.

PRUSSIA.

The Criminal Court at Berlin has refused to try the deputies whom the Supreme Court had pronounced amenable to justice. We stated at the time how this decision of the Supreme Court was procured, and we are glad to find that the lower tribunal has not also been suborned. So many correspondents are detecting signs of liberalism in Count von Bismarck that this one should not be passed over; it is plainly the most advanced liberalism to permit the exercise of justice instead of swamping a tribunal by the appointment of servile judges! It is true that the course of law in Prussia is perfectly clear, and that there are not the same doubts as have always prevailed in England, and as enabled such men as Scroggs and Jefferies to break the spirit of the law without absolute violation of the letter. The Prussian Constitution lays down in so many words that deputies are not to be made accountable for anything said in the chamber, except by the Chamber itself, and there is no getting over such words as these. The decision of the Supreme Court only shows that there are some *juges à Berlin* less scrupulous than the judges in the time of Charles I. and James II.; but, luckily for Prussia, their fault is compensated by the integrity of their inferiors.—*Pall Mall Gazette.*

AMERICA.

RIGHT OF BINDING FUTURE LEGISLATION.

A question of great interest has just been decided in the Supreme Court of the United States. The Legislature of New York, it appears, about sixty years ago incorporated a bridge company to build a bridge across the Susquehanna at Chenango Point, now Binghamton; and declared in the charter that it should not be lawful for any person or persons to erect any bridge or establish any ferry within two miles, above or below such bridge. In time "Chenango Point," having become Binghamton—a large and flourishing town—a new bridge became necessary, and a new one having been authorized by the New York Legislature, within eighty rods of the first one, the old company filed a bill for an injunction against the erection; the ground of the objection being, of course, that the later act of the Legislature impaired the obligation of a contract made by the former. The court below considered that the first charter meant only to say that ordinary persons, *i.e.*, persons in their natural capacity, should not build any second bridge within two miles; but did not mean to impose upon the Legislature any restriction against the exercise of power by itself. The Sup-

reme Court reversed the decree. The great question therefore, which had agitated jurisprudence and politics—how far the Legislature at one of its sessions can surrender the sovereignty of the State so as to bind the body at all subsequent sessions—a question of great magnitude indeed—seems to be decided in favour of the binding effect of sale or surrender. The Supreme Court seemed to consider that if the people send incompetent or corrupt men to represent them in the legislature, they must take the consequences and bear the penalties of their own folly; that contracts, whether made by individuals or by States, are of perpetual force.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

This association have presented the following petitions to the House of Commons:—

I.

1. Your petitioners' association consists of upwards of 800 solicitors, &c.

2. Your petitioners have carefully considered the bill now before your honourable House, intituled "An Act for Amending the Law of Auctions of Estates," and are of opinion that the main alterations proposed by it are open to most serious objection on the following grounds:

3. They are calculated to fetter vendors for the sake of offering a needless protection to purchasers. Your petitioners, speaking from a large practical experience, are able to say that the law as it stands is quite strong enough and well settled to afford to purchasers protection from fraud at sales by auction; and that, in their opinion, to impose the proposed restrictions on sales by auction would not only destroy the efficacy of such sales as a means of testing the value of property, but would, in cases where the property had to be bought in, so deteriorate the value of the estate offered for sale that owners of property would avoid offering property by auction, and seek other less satisfactory modes of disposing of it.

4. Your petitioners in particular consider that there is no reason why the auctioneer should be prohibited from himself giving the reserved biddings, but, on the contrary, that there are many reasons why, in most cases, he is the most convenient person to be entrusted with that duty.

5. Your petitioners would submit that practically there is not any conflict between the Courts of Law and Equity on the subject of reserved biddings, and that, in effect, one bidder on the part of the vendor is allowed at law as well as in equity, for they believe that there has been no reported decision on this subject for more than forty years, although the open employment of one bidder on the part of the vendor is a matter of daily occurrence.

6. It is frequently the case that the real value of property, in a new and rising locality, for instance, is only ascertained by the eagerness or otherwise of bidders during the sale, and that the amount of the reserved price or bidding is not finally decided on till the sale has commenced, and it is often altered by the vendor in the midst of the competition. The adoption of such a course as this would be prevented by the terms of clauses 7 and 8, requiring the reserved price or bidding to be stated in writing, signed by the seller or his agent, and delivered to the auctioneer previous to the sale. The effect of the bill also in many other respects is unnecessarily to cripple the freedom of action of vendors.

7. Clause 11, making a sale void in case any bidding takes place in contravention of the Act; and clause 12, empowering the last *bonâ fide* bidder to elect to become the purchaser in such cases; impose a penalty of a most severe and entirely novel character on what might be an unintentional and very harmless contravention of the rules of the proposed Act, and appear likely to give rise to much dispute and litigation, besides imposing a punishment altogether disproportioned to the nature of the offence.

8. Clause 13 would subject auctioneers to constant anxiety and loss from the liability it would entail upon them of having continually to defend actions for damages for acts alleged to be knowingly done by them in contravention of the rules.

9. While thus objecting to the main alterations of the law proposed to be effected by this bill, and deeming them entirely uncalled for, your petitioners would rejoice to see the practice of opening biddings in sales by auction by order of the Court of Chancery (except on the ground of fraud) discontinued, as intended to be provided by clause 14.

And they pray that the said bill, with the exception of the 14th clause, may not become law.

II.

1. Your petitioners' association consists, &c.

2. Your petitioners have carefully considered the general scope of the alterations proposed by the bill now before your honourable House, intituled "A Bill to Amend and Consolidate the Law relating to Bankruptcy in England, and to Abolish Imprisonment for Debt on Final Process," and have also entered into correspondence on the subject with other numerous and influential law societies throughout England, and have thereby ascertained the views of many other legal practitioners in every part of the country.

3. The result of this inquiry, coupled with those of the considerations given to the bill by your petitioners themselves, have convinced them that the main features of the bill, and especially the consolidation of the law of bankruptcy, are very desirable, and likely to prove highly beneficial.

4. While thus approving the general intents and objects of the measure, your petitioners are of opinion that it is most desirable that the bill should be altered in several most important particulars, which your petitioners propose to state.

The requirement of security from trustees as a *sine quâ non* would most certainly, in many cases, make it impossible to induce any creditor to accept the office of trustee, and would throw the appointment into the hands of accountants of an inferior class, and very often make it impossible to appoint any trustee at all. Your petitioners consider that the creditors should have the power of determining whether the trustee should give security or not.

5. Your petitioners deem it most important that the election of trustee should in all cases take place in court, and in the presence of a registrar, and not, as proposed, out of court and in presence of a registrar's clerk, or without even that guarantee.

6. Your petitioners also deem it important that provision should be made for the protection of the property immediately on adjudication, and until the election of trustees, by the appointment of a public officer in the nature of a provisional assignee, in whom also the legal estate should revest pending any vacancy of the office of trustee, either by non-election, death, or removal. This latter is most important as regards the owners of equitable mortgages, or other equitable estates, who would not otherwise be able to perfect their titles.

7. The making it an imperative condition to the granting a bankrupt his discharge (except after six years) that his estate should pay 6s. 8d. in the £1 (see section 269) would be often productive of great hardship and cruelty. And, although your petitioners consider that the legislation of late years has shown too much leniency to debtors, and, although they approve of the general principle of making the debtor's discharge dependent on his estate paying a dividend, yet your petitioners are of opinion that an exception should be made to meet the cases of debtors who, from inevitable misfortune, and without any fault or serious imprudence, have been reduced to bankruptcy, and whose estate may pay less than the stipulated proportion.

8. The like reasoning would also apply to section 293, as to trust deeds, which are not to bind dissentient creditors unless the property assigned produces 6s. 8d. in the £1.

9. Your petitioners consider that clause 293 is also objectionable, inasmuch as it makes composition deeds, however amply secured, impossible, by requiring that in all cases the whole estate of the debtor should be assigned.

10. Your petitioners consider that it is very desirable that provision should be made that the reasonableness and efficacy of trust and composition deeds to bind dissentient creditors should be determined upon by the Court of Bankruptcy, and not by the Courts of Common Law, by the vexatious and dilatory process of an action by each dissentient creditor.

11. Your petitioners also submit that, as by the abolition of imprisonment for debt the means of punishing a debtor are proposed to be removed, it is desirable that the class of offences for which a debtor may be punished by imprisonment after bankruptcy should be made to include the incurring liability for damages for seduction or breach of promise of marriage, or in a suit for dissolution of marriage,

or by fraud or breach of trust, or malicious trespass, libel, slander, or other tort, or by vexatious litigation; and also the incurring any debt without reasonable expectation of being able to pay the same.

12. Your petitioners are also of opinion that it is most desirable that persons unable to meet their engagements should be allowed, as at present, to make themselves bankrupt on their own petitions.

13. There does not appear to be any sufficient reason why outlawry, making away with property, and suffering execution, should not be acts of bankruptcy in non-traders as well as traders.

14. The accounts of auctioneers and accountants should be taxed as well as those of solicitors.

15. There would often be considerable risk of the loss of the money if the produce of the sale of property taken in execution were handed to the execution-creditor after the filing of a petition for adjudication, instead of being retained by the sheriff.

And they pray that the said bill may be amended in the following respects:—

(1.) By giving power to the creditors to dispense with security from trustees.

(2.) By providing that the trustee shall always be elected in Court and before a registrar.

(3.) By providing for the *interim* protection and constant vesting of the estate of bankrupts by the appointment of a provisional assignee.

(4.) By giving power to the Court to grant immediate discharge to a bankrupt not paying 6s. 8d. in the £1 on the consent of a certain proportion of creditors, and on the Court being satisfied that it is an exceptional case of inevitable misfortune.

(5.) By giving power to the Court to certify a trust or composition deed as reasonable and binding on dissentient creditors, though it do not contain a *cessio bonorum*, if it be executed by a due proportion of creditors; and by providing that such certificate should operate as an injunction to stay actions and suits; and also by giving to the Court power to grant such certificates to operate as such injunction for a limited time, while the deed is in process of execution, if the deed be prepared in pursuance of a resolution of a meeting of creditors, or if, on other grounds the Court is satisfied that there is reason to believe that the deed will be executed by the requisite majority.

(6.) By subjecting to imprisonment any bankrupt who has incurred liability by seduction, adultery, breach of promise of marriage, fraud, breach of trust, malicious trespass, libel, slander, or other tort, or by vexatious litigation, or who has incurred debt without reasonable expectation of being able to pay the same.

(7.) By allowing, as at present, persons unable to meet their engagements to be adjudicated bankrupts on their own petition.

(8.) By constituting outlawry, making away with property, and suffering execution, acts of bankruptcy in non-traders.

(9.) By subjecting to taxation the bills of auctioneers and accountants.

(10.) By directing the produce of executions not realised by sale at the time of the filing of a petition for adjudication, to be retained by the sheriff, instead of being paid to the execution-creditor.

III.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Society of Attorneys, Solicitors, Proctors, and others practising in the Courts of Law and Equity of the United Kingdom, incorporated by charter of King William the Fourth and Queen Victoria.

Sheweth,—

That a bill is now pending in your honourable House intituled "A Bill to explain an Act of the 20 & 21 Vict. c. 85, and the Legitimacy Declaration Act, 1858."

That the object of the said bill is to declare that, on any petition for the dissolution of marriage under the first-mentioned Act, and on any petition under the second-mentioned Act, the parties, or any of them, are entitled as of right to demand, and on such demand the Court is required to direct the truth of all contested matters of fact to be determined by the verdict of a jury.

That your petitioners humbly submit that any doubts which may have arisen under the Acts referred to in the said bill should be removed by legislative declaration, and that parties, whether petitioners or respondents, in any proceedings under the said Acts, or either of them, should be relieved from the expense and delay attendant on appeals to the House of Lords on the interpretation of the language of the Legislature in Acts of Parliament.

Your petitioners therefore, humbly pray your honourable House that the bill "to explain the Act of the 20 21 Vict. c. 85, and the Legitimacy Declaration Act, 1858," may be passed into a law.

And your petitioners will ever pray, &c.

ARTICLED CLERKS' SOCIETY.

The anniversary meeting of this society was held at Clement's-inn Hall on Wednesday last, the 6th inst. The chair was taken by John Cutler, Esq., B.A. (Professor of Laws in King's College, London), an honorary member.

The subject of the Davis's Prize of £5 5s. for the best essay was announced to be "Capital Punishment."

In an opening speech, the chairman remarked upon the standing in the profession which the society had attained, of the beneficial effects of the Davis's Prize, and of the probable future of the society, and of its most active members.

Mr. Levirton moved "That it would be expedient to legalize marriage with a deceased wife's sister." Mr. Stening opposed. Messrs. Streeter, Drummond, Benn Davis, Ford, Th. Lumley, Mossop, May, Goldring, Colyar, Waller, and Prideaux. The subject was ultimately decided in the negative.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Michaelmas Term, 1866.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ALEXANDER, ARTHUR WILLIAM.—M. H. Rankin, Halifax.

ASPLAND, JOHN LEES.—C. A. Swinburne, Manchester; and Bedford-row.

BAKER, JOHN COLLINS.—John Baker, Ilminster.

BANKS, WILLIAM, Jun.—T. W. Weddall, Selby.

BARLOW, FRANCIS EDWARD.—John Stone, Bath.

BARNS, CHARLES BOORN.—C. J. Barnes, Lamborne, Berks.

BARRON, WILLIAM EDWARD.—William W. King, 29, Queen-street.

BIGGS, RUSSELL HUGH WORTHINGTON.—Laundy Walters, 36, Basinghall-street.

BISHOP, LEWIS.—Charles Bishop, Llandovery.

BLENKINSOP, CHARLES.—James Blenkinsop, Euston Station.

BLEWITT, WILLIAM.—W. R. Preston, 13, Gresham-street.

BODDINGTON, REGINALD STEWART.—John Rogers, 10, Jermyn-street, St. James's.

BOWLING, WILLIAM CHARLES LOVELACE.—Egerton Isaacson, Margate.

BRISCOE, WILLIAM BOLLAND.—R. H. Hodgson, Bingley; John Teale, Leyburn.

BUCKINGHAM, WILLIAM FLETCHER.—William Buckingham, Exeter.

BUDGE, FREDERICK VINCENT.—George F. Prideaux, Bristol.

BURKILL, THOMAS FOWLER.—Thomas Crust, Beverley.

BYRCH, ALBERT WILLIAM.—William A. Byrch, Evesham.

CARRINGTON, ALFRED.—J. H. Priestly, Barton-on-Humber.

CHEESMAN, GEORGE.—Robert Furley, Ashford.

COLLINS, JOHN RICHARD.—Thomas William Gray, Exeter.

COMMINS, EDWARD.—Thomas Commins, Bodmin.

COOPER, WILLIAM.—Thomas Cooper, Congleton.

COTTON, EDWARD BOTTEREAUX KNILL.—F. J. Cotton, 62, Ludgate-hill.

DANIELL, JAMES LIVETT.—James Livett, Bristol; and Henry Livett, Bristol.

DAVIS, CHARLES MICHAEL.—Michael Davis, Usk.

DAVIES, CROWTHER.—C. E. Matthews, Birmingham.

DAVIES, DAVID.—O. C. T. Eagleton, 84, Newgate-street.

DYKE, REGINALD HART.—James Tassoll, Faversham; and W. S. Forster, 28, Lincoln's-inn-fields.

EMMET, GEORGE EDWARD.—Charles Emmet, Halifax.

FAWCETT, THOMAS COOPER.—H. P. Southey, 6, Lincoln's-inn-fields; and William Talbot, Kidderminster.

FINNEY, RICHARD.—J. D. Finney, 6, Furnival's-inn.

FORD, CHARLES.—R. W. Ford, Portsmouth.

FRASER, WILLIAM JOSEPH.—John Fraser, 78, Dean-street, Soho.

FRY, CHARLES EDWARD.—Henry Jackson, Malton; and W. R. Wilson, Malton.

GILLIAT, CHARLES.—William Allison, Louth.
GRAY, WILLIAM HOWARD, B.A.—William Gray, York.
GREGORY, WILLIAM HENRY.—William Gregory, jun., Bristol.
GROVES, GEORGE.—T. G. Groves, 51, Lincoln's-inn-fields.
HAIGH, JAMES CLARKE.—J. L. Haigh, Selby.
HALES, WILLIAM.—G. F. Smith, 15, Golden-square.
HALL, THOMAS.—John Freeland, 6, St. Thomas-street.
HARPER, EDWARD.—Charles Harper, Hadleigh, Suffolk; Montague B. Herbert, 24, Spring-gardens.
HART, PERCIVAL.—James Hopgood, 14, King William-street.
HIGGIN, ABRAHAM MIDGLEY.—James Stansfield, Erwood, near Todmorden.
HIRD, CHARLES FREDERICK.—Charles William Hird, 75, Great Titchfield-street.
HUNT, JOSEPH, Jun.—Daniel Clark, High Wycombe.
INGHAM, THOMAS DAWSON.—F. Ferns, Leeds.
JONES, CHARLES DAVENPORT.—Marcus Louis, Ruthin.
LAWTON, GEORGE.—Martin Kidd, Holmfirth; John Edwards Hill, Halifax.
LAYCOCK, WILLIAM.—George Dyson, Huddersfield.
LOWNDES, THOMAS.—William Latham, Sandback; J. Latham, Sandback.
LUCAS, CHARLES CECIL.—R. F. Showler, 1, Trinity-place.
LUKE, ALBERT FAIRWEATHER.—G. F. Truscott, Exeter.
LYNCH, HENRY FOULKS.—H. W. Purkis, 1, Lincoln's-inn-fields; R. Brice, Barnham.
MASKELL, STUART EATON.—Henry Watson Parker, St. Michael's-alley, Cornhill.
MASSEY, WILLIAM THOMAS.—William Massey, Watton; William Shaen, 8, Bedford-row.
MAYSEY, JOHN.—Thomas Smith, Gloucester.
MILNE, FRANK.—E. C. Milne, Manchester; E. C. Hopps, Manchester.
MORRISON, ERNEST HENRY.—G. C. Morrison, Reigate.
MOTE, RICHARD CROFTS.—Edward Mote, 14, Warwick-court.
NASH, FRANCIS WILLIAM.—W. H. Bubb, Cheltenham.
NETTLETON, CHARLES EDWARD.—Samuel F. Harrison, Wakefield.
OLLARD, HENRY.—H. A. Reed, Basinghall-street.
PARKER, ROBERT.—H. B. Miller, Norwich.
PARRY, ROBERT.—James Bradley, Liverpool; W. G. Gray, Liverpool; James Blackhurst, Liverpool.
PEVERLEY, ROBERT.—B. Peverley, 73, Coleman-street.
PHILLIPS, FRANCIS HENRY.—Jacob Phillips, Cheltenham; William Simpson, New Malton, York.
POPE, GEORGE HENRY.—R. Gamlen, 3, Gray's-inn-square.
POPE, WILLIAM.—J. T. Tenney, Kingston-upon-Hull; R. Boyer, 14, Old Jewry-chambers.
QUINN, HUGH.—John Quinn, Liverpool.
ROBERTS, EDMUND THEODORE.—Edward Hunt Roberts, Exeter.
SCOTT, CHARLES, B.A.—A. Fox, 40, Finsbury Circus; J. E. Fox, 115, Chancery-lane.
SHAKESPEAR, JOHN HENRY.—P. H. Lawrence, Lincoln's-inn-fields.
SHEARMAN, JOHN GABRIEL.—F. Robinson, 36, Jermyn-street, St. James's.
SIMPSON, FRANCIS.—John Dabbs, Stamford.
SIMPSON, WILLIAM HARNESS.—James Tennant Simpson, 62, Moorgate-street.
SINGLETON, EDWIN.—Edward C. Bell, Kingston-upon-Hull.
SMITH, EDWARD.—Edwin Witchell, Stroud.
SPENCER, WILLIAM MARTIN, Jun.—Thomas Massey, 5, Gray's-inn-square.
STANLEY, JOSEPH, Jun.—Isaac Bugg, now Isaac Bugg Coaks, Norwich; H. B. Miller, Norwich.
SWANN, EDWARD JAMES.—C. J. C. Prichard, Bristol.
TAYLOR, SEATON FRANK.—George F. Smith, 15, Golden-square.
TOLLER, GEORGE, Jun.—George Toller, Leicester.
TUCKER, SAVILE ARUNDEL.—J. T. Bullock, Buxton.
VAUGHAN, AUGUSTUS FOSSETT.—J. L. Vaughan, Heaton Norris.
VINCENT, LOUIS PHILIP.—H. C. Chilton, 25, Chancery-lane.
WALTON, WILLIAM.—Charles Walton, 30, Bucklersbury.
WHARTON, HUGH.—J. P. Moody, Scarborough.
WOODCOCK, CHRISTOPHER CLEEVER.—S. F. Stone, Leicester.

Michaelmas Term, 1866, *pursuant to Judges' Orders.*

BLAGDEN, GEORGE.—H. W. Vallance, 12, Tokenhouse-yard.
BURT, JOHN CHARLES.—W. R. Drake, 46, Parliament-street.
FLUX, EDWARD HITCHINGS.—William Flux, 1, East India-avenue.
GARDNER, JOHN PRITT.—James Gardner, Rugeley.
MASEFIELD, JOHN MILLER.—Thomas Pinchard, Wolverhampton.
RODGERS, JAMES.—Frederick Henry Cartwright, Bawtry, York.
RUTTER, RICHARD WOODD.—J. S. Rutter, Wolverhampton; and G. W. Greenwood, 8, Serjeants'-inn.
WONTNER, ST. JOHN.—Thomas Wontner, 26, Bucklersbury.

Michaelmas Vacation, 1866, *pursuant to* 23 & 24 *Vict. c.* 127.

ALSOP, JOHN ALFRED.—G. L. P. Eyre, John-street, Bedford-row.
BURROW, FREDERIC.—Robert Burrow, Cullompton.
CLITHEROW, WILLIAM SEPPINGS.—R. Clitherow, Horncastle.
CORY, WILLIAM HENRY.—C. Waldron, Cardiff.
EDWARDS, THOMAS, Jun.—Thomas Edwards, Furnival's-inn; E. Doyle, Verulam-buildings.
HICKLIN, JOHN WILLIAM.—Thomas Binns, 1, Trinity-square.
KELLY, WILLIAM.—J. H. Wrentmore, Lincoln's-inn-fields.
MORGAN, MORGAN.—R. F. Langley, Cardiff; John Morris, Cardiff.
PURVIS, ROBERT.—C. A. Wawn, South Shields.
ROWLANDS, JOSEPH.—R. Slaney, Newcastle-under-Lyne.
RUSSELL, FRANK MILNER.—A. A. Collyer-Bristow, Bedford-row.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

Trinity Term, 1866.

Alfred Claribeux Curlewis, L. I. student.

By Lincoln's-inn.—Alexander Carter, George Francis Dowdeswell, George Willis Penfon, William Rose Holden, Thomas Cope, jun., Henry Meredyth Plowden, James Douglas Walker, James Alexander Cruikshank, Thomas Douglas Murray, Henry Richard Tomkinson, Thomas Durell Hodge, William Whitworth, jun., William George Lemon, Edmund James Townley, Frederic Thompson, Darnley Rowland Poppy, Sefton West Strickland, Henry Godefroi, David Lindo Alexander, Robert Stanley Scholfield, Henry Rowland Brown, Edward Haggard, Theodore Cracraft Hope, Charles Braine Finlayson, John George Laing, Carr Stephen, Manomohan Ghose, and Judah Philip Benjamin, Esqs.

By the Inner Temple.—John Siddall Wood, Frederick Boyle, William Wheeler Smith, Henry Frederick Thurlow, Vernon Kirk Armitage, John Carrington Ley, John Burnett Box, Arthur Trevor Jebb, Edward Louis Bateman, Tilson Humphrey Moseley, Frederick Gray, John Douglas Finney, Robert Grant Suttie, William Duncan, George Frederick Chambers, Edmund William Hollond, Nicholas John Hannen, and Joseph Marcus Joseph, Esqs.

By the Middle Temple.—Joseph Edward Grant Dawson, Conrad Hume Pinches, Henry Bohn, Theodore Thomas, Charles Thomas Browne, Francis William Gardner, Joseph Firth Bottomley, Charles Miller, Albert Birmingham Miller, George Hollings, Henry Wildey Wright, Paynton Pigott, Richard Chester Fisher, Stainsby Henry Pigott, William Griffiths, Ralph Heap, William Bushe Power, Edward Bennett, David Brandon, Septimus Man, and Hugh Reilly Semper, Esqs.

By Gray's-inn.—Sidney Laman Blanchard and John Southgate Ford, Esqs.

DR. LEE'S PRIZE ESSAY.

W. A. Lewis, Esq., son of the late W. D. Lewis, Esq., Q.C., formerly Lecturer on Real Property Law at Gray's-inn, is the successful competitor for Dr. Lee's Prize of £25, awarded by the Honourable Society of Gray's-inn. The prize will shortly be presented to Mr. Lewis by Lord Romilly. The subject for this year was, "On the History and Changes in Pleading, Civil, and Criminal, since the year 1820."

LEGAL AND GENERAL DISCUSSION SOCIETY.

On Wednesday last, the 6th inst., at the Freemason's Tavern, this society discussed the following question:—"Are the recommendations of the commissioners as to capital punishment fit to be carried out?" Mr. Munton opened the debate in the affirmative and Mr. Jones in the negative. Mr. E. Kinns presided, and the society voted in the affirmative.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Trinity Term, 1866.

Names of Candidates.	To whom Articled, Assigned, &c.
Anderson, Eustace, Jun.	Eustace Anderson.
Andrews, John, B.A.	Hugh Jackson; Charles W. Young; R. Pattison.
Bawtree, Frank Postle	Richard Stevens.
Birtwhistle, Robt. P.	Thomas Crust.
Blagden, George	Heney W. Vallance.
Bolton, Thomas Dolling	James Thomas Bolton.
Bond, George Alfred	T. Hazard; T. J. Newman.
Bradfield, John Edwin	John Morris.
Brooke, M. W. H. Lombe	W. L. Brooke.
Brown, William Charles	C. Ingoldby; J. H. Bell.
Browne, Edward Montague	N. C. Wright; John Becke.
Browne, Rowland	George Thomas.
Burton, William	Henry Atkinson.
Bussell, Walter	John Glyde; Hubert Wood.
Carlyon, Charles Alfred, B.A.	James Bouskell.
Chambers, Henry Croft	Henry Thomas Chambers.
Clark, Myles Ariel	E. Clark; C. C. Prance.
Clarke, Richard Edward	Richard Clarke.
Cobb, Henry Peyton, B.A.	Herbert P. Southey.
Collins, John Richard	Thomas William Gray.
Cooke, Frederick Duckering.	Langley J. Brackenbury.
Cooke, Henry, B.A.	George Cooke.
Craigie, Adair	Henry Edwards.
Darwall, Robert Cecil	George Fielding.
Davis, Hammond	John Dendy Sadler.
Dixon, John	N. P. Kell; C. Sheppard.
Dove, Cuthbert Johnson	Thomas Dove.
Elliott, John Samuel	Francis James Ridsdale.
Ellis, Hubert Dynes	W. Rothery, jun.; J. Nelson.
Forrest, Samuel	Francis Hamp.
Frost, Frederick King	John Metcalfe Pollard.
Fry, Charles Edward	William Radcliffe Wilson.
Gardner, John Pritt	James Gardner.
Gould, Thomas William D.	William Downer; C. Bull.
Grimwade, Charles James	J. F. Robinson; A. Rawlinson
Groves, George	Thomas George Groves.
Hales, William	George Frederick Smith.
Harper, Edward	Henry Mattock Burt.
Harris, Henry John	Henry Harris; T. M. Croome
Hart, Percival	James Hopgood.
Hignett, Horace	John Hignett.
Hollier, Elliott John	Walter Canning.
Holmes, Edward C., jun.	G. P. Holmes; E. C. Holmes.
Hughes, John Armor	Richard David Williams.
Jeans, William Dampier	John Fitchett Marsh.
Jewkes, Edward Cooper	B. Robinson; S. W. Johnson.
Jones, George Albert	James Gilbert Price.
Kempster, John Gell	John Kempster.
Lamb, Thomas, jun.	Thomas Lamb.
Lees, Frederic, jun.	Frederic Lees.
Lyne, Charles Edward	Fredk. Wm. P. Cleverton.
Macarthur, Robert John	Clarence Harcourt.
McConnal, George, jun.	Thomas Rymer.
McGowen, Robert	George Haigh.
McMillin, Thomas	John McMillin.
Masefield, John Miller	Thomas Pinchard.
Massey, William Thomas	Wm. Massey; Wm. Shaen.
May, Edmund	Robert Coster Dryland.
May, John Frederick	F. C. Rudyard; John May.
Morgan, William Carey, B.A.	William Morgan.
Mountain, Thomas	Wm. Grange; Fredk. Carritt.
Nalder, Frederick	Frank Isaac Nalder.
Nash, Francis William	William Henry Bubb.
Nettleton, Charles Edward	Samuel F. Harrison.
Newman, C. Octavius, B.A.	Edwin Newman, jun.
Paine, Henry Edwards	Henry G. Grazebrook.
Parker, Robert William	William John Barrett.
Parkerson, Richard Mount	Humphrey Archer Gregg.
Patten, Robert John	James Patten.
Pearson, George	John Philip Dyott.
Peverley, Robert	Benjamin Peverley.
Phillips, Francis Henry	J. Phillips; W. Simpson.
Ponton, Frederic William	W. H. Randles; R. B. Moore.
Pope, George Henry, M.A.	Robert Gamlen.
Rhodes, Frederick Parker	Charles Newman.
Richardson, Henry Dallin	Henry Richardson; John F. A. Coppin; J. Williamson, jun.
Rivington, Archibald	Charles Rivington.
Roberts, Alfred	Joseph Wright.
Roberts, J. Bennet, jun.	William Unwin.
Roberts, R. B. Stokes, B.A.	Thomas Helps.
Rosser, David	Isaac Davies Rees.
Rutter, R. Wood	John Simpson Rutter; G. W. Greenwood.
Rye, Walter	Edward Rye.
Sadler, Robert	Richard Smith.
Scott, Albert Edward	James Scott.
Scott, Charles, B.A.	Alfred Fox; John E. Fox.
Sharp, Arthur Cyril	A. S. Twyford; W. J. Williams
Smith, Julius Henry	Francis Sanders.
Spencer, James	William Henry Watson.
Steinforth, Raymond Joseph.	Joseph Bradley.
Sunderland, Charlie Sykes	Thomas Bradley Chambers.
Taylor, John, jun.	John Taylor.
Taylor, Seaton Frank	George Frederick Smith.
Toller, George, jun.	George Toller.
Trevor, William Charles	Thomas Tudor Trevor.
Tucker, Savile Arundel	James Trower Bullock.
Turner, James, B.A.	Stephen Heelis.
Tyrer, William	John Ansdell.
Vaughan, Augustus Fossett	John L. Vaughan.
Wade, George Cholwich	William Thomas Wade.
Waller, Wm. James Coulton.	John James Coulton.
Ward, William	William Sykes Ward.
Weddell, Robert	James Call Weddell.
Wilkin, Charles Atkinson	Wm. D. Gaches; E. Maud.
Williams, Richard	Abraham Howell.
Williams, William Phillips	George Blakey.
Wontner, St. John	Thomas Wontner.
Woodcock, Christopher C.	Samuel Francis Stone.
Youll, John Gibson	William Chartres.

COURT PAPERS.

ORDER IN CHANCERY—ACCOUNTANT GENERAL'S OFFICE.

Whereas it is proper that the accounts kept by the Accountant-General of this court should be examined and compared in order to settle the same; and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Monday, the 20th day of August next, to the 28th day of October next, inclusive, except upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this Court, be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order and request or registrar's certificate be left at his office on or before Tuesday, the 7th day of August next; and that no order for payment of any money out of court, which may be then in court, be received in the Accountant-General's office after Thursday, the 9th day of August next. Provided, nevertheless, that the office of the said Accountant-General shall be open on Monday the 15th, Tuesday the 16th, and Wednesday the 17th days of October next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which have become payable prior to or during the closing of the office as aforesaid. And to the end that the suitors may have notice hereof, and apply to the Court as there shall be occasion, to have money paid to them out of the bank, or stocks, or annuities transferred to them before the 20th day of August next, I do order that this order be entered and set up in the several offices of this court. (Signed) CRANWORTH, C.

May 30, 1866.

QUEEN'S BENCH.

This Court will, on Wednesday the 13th, and Thursday the 14th days of June instant, and also on Wednesday the 20th day of June instant, and the three following days, hold sittings, and will proceed in disposing of the cases in the new trial, special, and Crown papers, and any other

matters then pending; and will also hold a sitting on Saturday, the 7th day of July next; for the purpose of giving judgments only.

THE SUMMER CIRCUITS.

The judges have fixed the Summer circuits as follows:—Lord Chief Justice Cockburn will go to North Wales, and Mr. Baron Pigott to South Wales; Chief Justice Erle and Chief Baron Pollock will take the Norfolk Circuit; Mr. Baron Martin and Mr. Justice Lush, the Northern; Mr. Justice Willes and Mr. Baron Channell, the Home; Mr. Justice Byles and Mr. Justice Blackburn, the Western; Mr. Justice Keating and Mr. Justice Shee, the Oxford; and Mr. Justice Mellor and Mr. Justice Montague Smith, the Midland. Mr. Baron Bramwell will be the vacation judge in town.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, June 7, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86¼	Annuities, April, '85
Ditto for Account, July 16, 86⅜	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 85⅜	Ex Bills, £1000, 3 per Ct. 9 dis
New 3 per Cent., 85½	Ditto, £500, Do. dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do. 3s. dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account,	Ditto, 5½ per Cent, May, '79 —
Ditto 5 per Cent., July, '70, 103⅞	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88 93	Do. Bonds, 4 per Ct., £1000, 8 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	127
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	132
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	54½
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	121¼
Stock	London, Brighton, and South Coast	100	96
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	117⅜
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	62
Stock	Metropolitan	100	128
10	Do., New	7	2½ pm
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	56
Stock	North London	100	122
10	Do., 1864	5	7
Stock	North Staffordshire	100	75
Stock	Scottish Central	100	150
Stock	South Devon	100	49
Stock	South-Eastern	100	70½
Stock	Taff Vale	100	143
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

There has been but little doing during the week upon the Stock Exchange. The hopes which had been entertained that the assembling of a Congress might be the means of averting war on the continent of Europe have been, to a large extent, dissipated by the announcement made authoritatively that England concurs with France in believing that the stipulations sought to be imposed by Austria would render the deliberations of Congress nugatory.

A dark shadow has also been cast over the market by the announcement of the stoppage of Agra and Masterman's Bank. It was well known that calumniators had been busy, and that the bank had experienced a decided run; but it was hoped that it had proved sufficiently strong for the attack, and the shares yesterday rallied £3 each. It was established in its present form about two years ago, when there was an amalgamation with Masterman, Peters, & Company. There are 60,000 shares of £50 each; upon them £25 per share has been paid; and the reserve is represented as being half a million. To-day the directors have presented a petition to Vice-Chancellor Kinderaley to wind-up, and Mr. H. H. Cannan has been appointed provisional liquidator.

In *The Bank of Turkey (Limited)* v. *The Ottoman Bank*, heard on Saturday before Vice-Chancellor Wood, a leading counsel raised a point which may place finance companies in considerable difficulty, if the argument should ultimately be held to be well-founded. It appeared that the Ottoman Company had received from the Bank of Turkey £5,000 for introducing the company. This, it was contended, was a breach of trust, and it was argued that the directors were liable to refund the money, because special notice of the intended payment was not given in the prospectus. This is a point of some importance, and it is well to make known the fact that such a question is raised, in order that finance companies may be upon their guard.

The Bank directors separated to-day, after the usual weekly court, without making any change in the rate of discount; but a reduction is anticipated at an early date.

The provisional liquidators of Overend, Gurney, & Co. (Limited) have issued a report upon the affairs of the company, from which an estimate may be formed of the desirability of re-organising the undertaking.

Consols for money are 85⅞ to 86⅛; for the account 86⅜ to ½; Reduced, 85⅜ to ⅝; New Threes, 85½; India Five per Cents., 103¾; Four per Cents., 93; Enfaced Paper, 100.

The foreign stock market was flat. Confederate, Italian of 1865, and Danubian Bonds declined 2 per cent.; New Granadian Two per Cents. and Turkish of 1854, 1; ditto of 1865, ½; and Italian of 1861, Mexican, Spanish Passive, and the Committee's Certificates, ⅛ to ¼. On the other hand, Brazilian scrip and Greek rose 1 per cent.; and Greek Coupons, ½.

The market for Railway Shares has been dull. This applies to both home and foreign undertakings.

At a meeting of shareholders in the European Bank, held on Tuesday, it was resolved to wind-up voluntarily under the supervision of the Court of Chancery.

It is reported that the Consolidated Bank will shortly resume business.

The first report of the Société General de l'Empire Ottoman is highly satisfastory, showing a profit equal to nearly 31 per cent.

The Master of the Rolls has appointed Mr. W. H. Holyland, of the firm of Price, Holyland, & Waterhouse, official liquidator of the Commercial Bank Corporation of India and the East. Mr. Price, of the same firm, has been appointed by his Lordship official liquidator of Moore, McQueen, & Co. (Limited).

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

May 30.—By Messrs. NORTON, TRIST, & Co.

Freehold plot of building land, situate at Stroud-green, Hornsey—Sold for £500.

Freehold plot of building land, with stable and shed thereon, situate as above—Sold for £400.

Freehold plot of building land, with stable and shed thereon, situate as above—Sold for £310.

Freehold plot of building land, with stable and shed thereon, situate as above—Sold for £300.

Freehold plot of building land, with stable and shed thereon, situate as above—Sold for £320.

Freehold residence, known as Oakley, situate in Tottenham-lane, Hornsey, with coach-house, stable, garden, hot-houses, greenhouse, &c., containing 1a 0r 30p—Sold for £3,600.

Copyhold residence, situate in Tottenham-lane, Hornsey, with coach-house and stable; let at £80 per annum—Sold for £1,470.

Freehold residence, situate as above with stable and coach-house; let at £105 per annum—Sold for £1,860.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BULKLEY—On May 30, at the Terrace, Kensington-gardens, the wife of G. Bulkley, Esq., Barrister-at-Law, of a son.

COLLYER—On June 1, at Croydon, the wife of B. Collyer, Esq., Solicitor, of a son.

LAMB—On June 3, at Godolphin-road, Shepherd's Bush, the wife of A. Lamb, Esq., Barrister-at-Law, of a daughter.

SHARP—On June 2, the wife of J. A. Sharp, Esq., Solicitor, Gray's-inn, of a daughter.

WADDILOVE—On June 5, the wife of C. Waddilove, Esq., Proctor and Notary, Doctors'-commons, of a son.

MARRIAGES.

BATE—REED—On May 29, at Wembdon, near Bridgwater, C. R. Bate, Esq., Wembdon, to Kate A., daughter of the late Heny Reed, Esq., Solicitor, Bridgwater.

CAYLEY—WILSON—On April 17, at the Cathedral, Colombo, R. Cayley, Esq., Barrister-at-Law, Lincoln's-inn, to Sophia M., daughter of D. Wilson, Esq., Colombo.

HENFREY—GOODEVE—On April 19, at Anarkullee, Lahore, C. Henfrey, Esq., Umballa, to Clara E., daughter of the late J. Goodeve, Esq., Barrister-at-Law.

HUNT—PERTWEE—On May 31, at St. Margaret's, Leicester, A. H. Hunt, Esq., Solicitor, Romford, Essex, to Mary A. E., daughter of the late J. Pertwee, Esq., Woodham, Essex.

SMITH—EDWARDS—On June 2, at St. Matthew's, Oakley-square, R. Smith, Esq., Solicitor, Serjeants'-inn, Temple, to Mary Ann, daughter of F. D. Edwards, Esq., Camden-road.

TILLETT—HAMMOND—On May 24, at Broxbourne, Herts, E. A. Tillett, Esq., Barrister-at-Law, Middle Temple, to Julia M. E. Hammond, Broxbourne.

WYNNE—LLYOD—On April 17, at Sangor, Central India, G. C. Wynne, Esq., R.A., to Emily F., daughter of E. J. Llyod, Esq., Q.C.

DEATHS.

BAYLY—On May 23, at Guernsey, Susan, the wife of J. B. Bayly, Esq., Barrister-at-Law.

CARTTAR—On May 28, at Hove, Sussex, Mary Ann, widow of J. Carttar, Esq., Solicitor, Greenwich, one of her Majesty's Coroners for the county of Kent.

CLODE—On June 4, at Upton-park, Slough, Maria, widow of the late W. Clode, Esq., and daughter of the late J. Shaddick, Esq., formerly of the Six Clerks' Office, aged 95.

EASTWOOD—On May 30, at Gloucester-place, Hyde-park-gardens, T. S. B. Eastwood, Esq., M.A., Barrister-at-Law, aged 45.

ENGLEHEART—On May 31, at Montpellier-row, Blackheath, Caroline, widow of the late N. B. Engleheart, Esq., jun., solicitor, Doctors' Commons.

GOODWIN—On June 3, at Lynn, Norfolk, Lucy Elizabeth, widow of the late C. Goodwin, Esq, Solicitor, Lynn.

GRIBBLE—On May 30, at Belsize-park, Hampstead, Alfred E., infant son of W. Gribble, Esq., solicitor, aged 6 months.

PARKER—On June 3, at Lancaster-gate, Kenyon Stevens Parker, Esq., Q.C., aged 77.

POOLE—On May 29, at Hanwell, C. P. Poole, Esq., Solicitor, formerly of Wellington, Somerset.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CLIFF, JOHN, South Ockenden, Essex, Farmer, and ROBERT PEMBERTON, Bedford, Gent. £217 9s. Consolidated £3 per Cent. Annuities—Claimed by said J. Cliff and R. Pemberton.

MCBAYNE, EVAN FORBES, Harewood-square, London, Esq. £155 8s. 4d. New £3 per Cent. Annuities—Claimed by said E. F. McBayne.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, June 1, 1866.

LIMITED IN CHANCERY.

Marlborough Club Company (Limited).—Petition for winding-up, presented March 16, directed to be heard before the Master of the Rolls on June 9. Gregory & Rowcliffes, Bedford-row, solicitors for the petitioner.

Consolidated Bank (Limited).—Petition for winding-up, presented May 28, directed to be heard before Vice-Chancellor Kindersley on June 8. Ashurst & Co, Old Jewry, solicitors for the petitioners. John Ball, Moorgate-st, and Wm Chas Boore, 7, Fenchurch-st, provisional official liquidators.

English Joint-Stock Bank (Limited).—Order to wind-up, made by Vice-Chancellor Wood on May 25. Lawrance & Co, Old Jewry-chambers, solicitors for the petitioners.

Humber Iron Works and Ship Building Company (Limited).—The Master of the Rolls has, by an order dated April 30, appointed Hy Chatteris, 21, Lawrence-lane, Cheapside, official liquidator.

Anglo-Greek Steam Navigation and Trading Company (Limited).—The Master of the Rolls has, by an order dated May 8, appointed Hy Chatteris, 21, Lawrence-lane, Cheapside, provisional official liquidator.

Contract Corporation (Limited).—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Chas Fitch Kemp, 8, Walbrook, official liquidator. Monday, July 2 at 3, is appointed for hearing and adjudicating upon the debts and claims.

Whittington Freehold Colliery Company (Limited).—Petition for winding-up, presented June 1, directed to be heard before the Master of the Rolls on June 9. Young & Co, Frederick's-pl, Old Jewry, solicitors for the petitioners.

Continental Bank Corporation (Limited).—Petition for winding-up, presented May 31, directed to be heard before the Master of the Rolls on June 9. Wilkinson & Co, Nicholas-lane, solicitors for the petitioner.

European and American Finance Corporation (Limited)—Petition for winding-up, presented May 30, directed to be heard before Vice-Chancellor Wood on June 9. Singleton & Tattershall, Gt James-st, Bedford-row, solicitors for the petitioners.

Moore, McQueen, & Company (Limited).—Petition for winding-up, presented May 30, directed to be heard before the Master of the Rolls on June 9. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioner.

General Exchange Bank (Limited).—Petition for winding-up, presented May 25, directed to be heard before the Master of the Rolls on June 9. Walmisley & Co, Pancras-lane, Queen-st, solicitors for the petitioners.

New Zealand Banking Corporation (Limited).—Petition for winding-up, presented June 1, directed to be heard before the Master of the Rolls on June 23. Reep, Bishopsgate-st, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Company of Proprietors of the Basingstoke Canal Navigation.—Petition for winding up, presented May 28, directed to be heard before the Master of the Rolls on the first day of petitions in the sittings after Trinity Term. Johnson & Weatheralls, King's Bench-walk, solicitors for the petitioners.

Commercial Bank Corporation of India and the East.—Order to wind-up, made by the Master of the Rolls on May 28. Clarke & Co, Coleman-st, solicitors for the petitioners.

Doncaster Permanent Benefit Building and Investment Society.—Vice-Chancellor Wood has appointed Thursday, June 21 at 3, at his chambers, to make a call on all the contributories settled on the list of the shareholders named in the first schedule of the chief clerk's certificate; and the official liquidator purposes that such call shall be for £12 per share.

TUESDAY, June 5, 1866.

LIMITED IN CHANCERY.

Greenwich Tannery Company (Limited).—Order to wind-up, made by the Master of the Rolls on May 28. Reep, Bishopsgate-st, solicitor for the petitioners.

Tewkesbury Hosiery Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood on May 25.

London, Bombay, and Mediterranean Bank (Limited).—Petition for winding-up, presented June 1, directed to be heard before the Master of the Rolls on June 23. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

London, Italian, and Adriatic Steam Navigation Company (Limited).—The Master of the Rolls has, by an order dated May 28, ordered that the voluntary winding-up of this company be continued. Hamber & Harrison, King's-arms-yd, solicitors for the petitioners.

Reese River Silver Mining Company (Limited).—Order to wind-up, made by the Master of the Rolls, on May 28. Lawrence, Fenchurch-st, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

South Durham and North York Permanent Benefit Building Society.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Jasper Barugh, Stockton-on-Tees, official liquidator. Saturday, July 7 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, June 1, 1866.

Tunbridge Wells Equitable Friendly Society, Townhall, Tunbridge Wells, Kent. May 22.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 25, 1866.

Noon, Thos, St Giles, Oxford, Builder. June 30. Markham v Hutt, M. R.

Groombridge, Wm Latham, sen, Epping, Essex, Farmer. June 28. Groombridge v Groombridge, M. R.

Towle, Thos Robt, Thurlston Grange, Derby. June 23. Towle v Davies, M. R.

Nicholson, John, Shotley Bridge, Durham, Timber Merchant. June 30 Hodge v Shipley, M. R.

Metcalfe, Geo, Ingleton, York, Yeoman. July 2. Townend v Metcalfe, V. C. Kindersley.

Lewis, Jas, St John's Wood-rd, Middx, Gent. July 2. Lewis v Mathews, V. C. Kindersley.

Fell, Wm Hy, Stalmine, Lancaster. June 29. Fell v Fell, V. C. Stuart.

Greenwell, Smith, Blackfriars-rd, Linen Draper. June 25. Richardson v Hubbard, V. C. Stuart.

Coles, Rev John, Silchester, Hants, Clerk. June 22. Coles v Coles, V. C. Stuart.

Hodgson, Hy Edwin, Yarborough, Lincoln, Farmer. July 3. Hodgson v Hodgson, V. C. Stuart.

TUESDAY, June 5, 1866.

Ivall, Thos, Bray, Berks, Yeoman. July 2. Ivall v Ivall, M. R.

Boyse, Rev Richd, Bannow House, Wexford, Ireland, Clerk. July 1. Farrer v Hunt, M. R.

Smith, John, East Grinstead, Sussex, Auctioneer. July 2. Langford v Mills, M. R.

Le Frank, Jas, Stalham, Norfolk, Gig Maker. June 30. Cork v Porter, V. C. Kindersley.

Kell, Nathaniel Polhill, Battle, Sussex, Gent. July 1. Smith v Kell, V. C. Stuart.

Stephens, Geo, Hove Lodge, Brighton, Gent. June 30. Edwards v Stephens, V. C. Stuart.

Blake, John, Dorset-sq, Regent's-park, Esq. June 25. Wyatt v Blake, V. C. Stuart.

Gould, Micha, Sheffield, Brewer. July 2. Gould v Gould, V. C. Stuart.

Newton, Mary, Ambleside, Westmorland, Widow. July 10. Newton v Bell, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 1, 1866.

Allen, Edwd, Birm, Gent. July 3. James & Griffin, Birm.

Barber, Louisa, Cornhill, Widow. Aug 1. Blake & Snow, College-hill, Cannon-st.

Coleman, Mary Ann, Dublin, Spinster. July 9. Kaye & Co, Lpool.

Cotes, Rev Peter, Lichfield, Southampton, Clerk. June 5. Cleave, Hereford.

Creed, John Dexter, Highgate, Esq. July 10. I. & T. N. Sheffield, Lime-st.

Jarman, Edwd, Surbiton, Surrey, Esq. July 7. Dawes & Sons, Angel-ct, Throgmorton-st.

Leonard, Sarah, Lpool, Spinster. Aug 1. Hill, Lpool.

Parry, Hugh Dorning, Lpool, Gent. June 25.

Runchman, Ann, Union-rd, Rotherhithe, Widow. Aug 1. Blake & Snow, College-hill, Cannon-st.

Satterthwaite, Jas, Finchley, Gent. July 21. Sturmy & Diggles Hibernia-chambers, London-bridge.

Scrooby, Mary, Laurel-pl, Tooting, Widow. July 28. Burgoynes, Milnes, & Burgoyne, Oxford-st.

Smith, Jas Lewis, Captain. Aug 1. Woodland, Taunton.

Trendell, Jas, Reading, Berks, Gent. July 26. Hoffman, Reading.

Whateley, John Clements, London, Canada, Clerk in Holy Orders. July 10. Satchell & Chapple, Queen-st, Cheapside.

TUESDAY, June 5, 1866.

Giles, Ayres, Reading, Berks, Coal Merchant. July 5. Hoffman, Reading.
Barrow, John, Coleman-st, Gent. July 9. Hawley, Coleman-st.
Cope, Sarah, Nottingham, Widow. July 3. Burton & Son, Nottingham.
Fenwick, Caroline Peche, Wincanton, Somerset, Spinster. July 23. Mant & Co, Bath.
Field, Harriet, Bootham, York, Spinster. June 21. Newton & Co, York.
Finch, Wm, Slough, Buckingham, Surgeon. July 31. Darvill & Co, Windsor.
Greenslade, Mary Sarah, Blackheath, Kent, Widow. July 17. Vizard & Co, New-inn, Strand.
Hardwick, Thos, Newtons, Kewstoke, Somerset, Gent. July 2. Davies & Son, Weston-super-Mare.
Johnston, Thos, Stanwix, Cumberland, Commercial Clerk. June 21. Wannop, Carlisle.
May, Edmund, Worle, Somerset, Common Brewer. July 2. Davies & Son, Weston-super-Mare.
Nason, Jas, Stratford-upon-Avon, Warwick, Iron Founder. Aug 1. Lane & Son, Stratford-upon-Avon.
Popham, Eliz, Moffatt, Bath, Somerset, Widow. July 17. Oliverson & Co, Old Jewry.
Whereat, Joseph, Weston-super-Mare, Somerset, Gent. July 2. Davies & Son, Weston-super-Mare.
Whibley David, Delaware, Brasted, Kent, Farmer. July 11. Alleyne & Walker, Tonbridge.
Wood, Alex, Gloucester-crescent, Regent's-pk. July 1. Kingdon & Williams, Lawrence-lane, Cheapside.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 1, 1866.

Abram, John Hill, Lpool, Corn Merchant. May 29. Comp. Reg May 30.
Ashby, Saml Gurney, New Shoreham, Sussex, out of business. May 5. Asst. Reg May 31.
Atkinson, Wm, Seaham Harbour, Durham, Grocer. May 1. Asst. Reg May 29.
Barker, Hy, Chorley, Lancaster, Watchmaker. May 8. Comp. Reg May 31.
Bonser, Edwd, & John Oldland, Bristol, Grocers. May 7. Comp. Reg May 30.
Booth, Joel, & John Bunn, Sheffield, Ironfounders. May 1. Comp. Reg May 28.
Bovey, Wm Hy Phillips, Totnes, Devon, Confectioner. May 9. Asst. Reg May 31.
Caswell, Geo Hepple, Birm, Tube Maker. May 26. Comp. Reg May 31.
Comeford, Jas, Penzance, Cornwall, General Dealer. May 7. Conv. Reg May 30.
Countze, Geo, & Thos Pearce, Long-acre, Coachbuilders. May 4. Asst. Reg June 1.
Critchlow, Bernard, Manch, Grocer. May 15. Asst. Reg May 31.
Davies, Mary, Chester, Sail Maker. May 26. Asst. Reg May 30.
Doidge, Sarah, Penryn, Cornwall, Grocer. May 29. Asst. Reg May 31.
English, Robt Loftas, Pickering, York, Chemist. May 7. Asst. Reg May 31.
England, Thos, Southampton, Wine Merchant. May 15. Comp. Reg June 1.
Finbow, Ann Rebecca, Cotton, Suffolk, Widow. May 10. Asst. Reg May 29.
Gibbs, Edwd John, & Wm Gibbs, Wolverhampton, Ironmasters. May 17. Comp. Reg June 1.
Goundrill, Wm, Eastrington, York, Miller. May 3. Asst. Reg May 30.
Haigh, Edwd, Manch, Manure Merchant. May 29. Comp. Reg May 31.
Hodges, Jas Clifford, George-yd, Lombard-st, Gent. May 22. Asst. Reg June 1.
Jackson, Edwd, Bermondsey-st, Woolstapler. May 10. Comp. Reg May 30.
Kent, Edwin, Melton, Suffolk, out of business. May 18. Asst. Reg June 1.
Laurie, Jas, Northampton, Draper. May 29. Comp. Reg May 30.
Lloyd, Joseph, Inland Revenue, Somerset House, Gent. May 4. Comp. Reg May 29.
Mackintosh, John Alex, Carlton-rd-villas, Kentish Town, Artist. May 28. Comp. Reg May 30.
McArthur, John Williams, Lpool, Merchant. May 29. Comp. Reg May 31.
Murray, Wm Hy, Grafton-st, no occupation. March 17. Comp. Reg May 31.
Newrick, Jas Archibald, High Coniscliffe, Darlington, Durham, Miller. May 14. Asst. Reg June 1.
Nichols, John, Banbury, Oxford, Cab Proprietor. May 7. Conv. Reg May 30.
Pilditch, Richd Cleverton, Stonehouse, Devon, Coal & Coke Merchant. May 2. Asst. Reg May 30.
Pye, Geo, Madley, Hereford, Auctioneer. May 5. Asst. Reg May 29.
Roach, Chas, Devizes, Wilts, Hatter. May 2. Asst. Reg May 29.
Roberts, Hy, Lpool, Earthenware Dealer. May 24. Comp. Reg May 31.
Rook, John, Lpool, Corn Merchant. May 29. Comp. Reg May 31.
Royce, John Wm, Langham, nr Oakham, Rutland, Grocer. May 3. Conv. Reg May 29
Rust, Thos Griffiths, Cannon-st West, Commercial Traveller. May 4. Comp. Reg May 31.
Sabel, Frede, Bucklersbury, Merchant. May 23. Inspectorship. Reg May 30
Salmon, John Edwd, Gt Ilford, Essex, Baker. April 28. Asst. Reg May 26.
Sewell, Thos, Grove-st-rd, South Hackney, Farmer. May 10. Comp. Reg May 31.
Shelley, Jas, Hornsey-rd, Holloway, Pianoforte Manufacturer. May 21. Comp. Reg May 31.
Shore, Robt, Birm, Wine Merchant. May 10. Comp. Reg May 29.
Spencer, John, Reading, Berks, Ironmonger. May 4. Asst. Reg May 3.
Thomas, Jas Hy, Lpool, Provision Dealer. May 4. Comp. Reg May 30.
Thompson, Fras Danl, Ipswich, Suffolk, Schoolmaster. May 28 Comp. Reg May 30.
Todd, Wm Waddell, Lpool, Merchant. May 29. Comp. Reg May 30.
Walker, Edwd, Guildhall-chambers, Basinghall-st, Gent. May 11. Comp. Reg May 31.
Watkins, Wm, New Cut, Lambeth, Glass Cutter. April 23. Comp. Reg May 26.
White, Wm, Thos Johnstone, & Hy Elliott, Sheffield, Silver Platers. May 18. Comp. Reg May 31.
Wilding, Jas, Chorley, Lancaster, Innkeeper. May 23. Conv. Reg May 29.
Williams, Walter Harvey, & Thos Williams, Star-ct, Bread-st, Cheapside, Woollen Merchants. May 17. Asst. Reg June 1.

TUESDAY, June 5, 1866.

Armston, Joseph Thos, Seven Sisters'-rd, Builder. May 31. Comp. Reg June 5.
Arnold, Hattil, Southampton, Baker. May 19. Comp. Reg June 4.
Bennett, Robt, High-st, Bloomsbury, Colourman. June 1. Comp. Reg June 2.
Bradbury, Thos Swanwick, Winsford, Chester, Manure Manufacturer. May 23. Comp. Reg June 4.
Broom, Wm Tyrer, & Alfred Welsby Broom, Lpool, Brokers. May 30. Asst. Reg June 2.
Butt, Chas David, Lpool, Accountant. May 15. Comp. Reg June 4.
Collins, Hy Geo Hall, St Leonard, Devon, Accountant. May 7. Comp. Reg June 4.
Denne, Wm Pike, Sittingbourne, Kent, Plumber. May 7. Comp. Reg June 1.
Evans, John, St Agnes, Cornwall, Founder. May 7. Asst. Reg June 4.
Forster, Thos, Gt Bolton, Lancaster, Engineer. May 19. Asst. Reg June 4.
Franke, Emil, Gresham-st, Merchant. May 12. Comp. Reg June 4.
Gillies, John, Manch, Upholsterer. May 7. Asst. Reg June 4.
Harlock, John Alfred, Bolsover-st, Regent's-park, Printer. May 31. Comp. Reg June 1.
Huddleston, Robt Bruce, Walworth-common, Camberwell, Brewer. May 5. Comp. Reg June 2.
Jeremy, David, Swansea, Glamorgan, Draper. May 14. Conv. Reg June 4.
Jones, Jas, & Wm Uren, Birkenhead, Chester, Grocers. May 5. Asst. Reg June 1.
Liddle, Joseph, Hand-ct, Holborn, Furniture Dealer. June 2. Asst. Reg June 4.
Marks, Wm, Clevedon, Somerset, Baker. May 7. Asst. Reg June 2.
Marks, Jacob, East-india-avenue, Leadenhall-st, Colonial Merchant. May 9. Inspectorship. Reg June 4.
Martin, Hy, Hope-cottage, Southampton-st, Camberwell, Builder. May 7. Comp. Reg June 2.
Martin, Wm Young, Frederick-st, Caledonian-rd, Leather Cutter. May 24. Comp. Reg June 4.
Marsden, Nathan Manch, Yarn Agent. May 23. Asst. Reg June 4.
Parfitt, John, Marston Magna, Somerset, Farmer. May 5. Asst. Reg June 2.
Parkinson, Wm Gibbs, Leicester, Grocer. May 21. Asst. Reg June 4.
Parkin, Mary, Penistone, York, Grocer. May 9. Asst. Reg June 4.
Parsons, Wm Edwd, Marsham-st, Westminster, Cheesemonger. May 9. Comp. Reg June 4.
Petty, Jas, Manch, Flour Dealer. May 18. Comp. Reg June 4.
Pick, Saml, Phillack, Cornwall, Innkeeper. April 21. Asst. Reg June 5.
Porter, Thos, Somerset, Catcott, Moorlinch, out of business. May 30. Comp. Reg June 4.
Ridyard, Wm, Denis Daly, & George Ridyard, Liverpool, Corn Merchants. May 10. Inspectorship. Reg June 4.
Robins, Richd, Chilcompton, Somerset, Carpenter. May 14. Asst. Reg June 4.
Schindler, Maurice, Sheffield, Jeweller. May 9. Comp. Reg June 4.
Scot, Geo, St George's, Gloucester, Draper. May 28. Conv. Reg June 4.
Signall, Fras, & Thos Breakwell, Hill Top, Stafford, Corn Factors. May 17. Comp. Reg June 2.
Squibb, Wm Hy, Southampton, Grocer. May 19. Asst. Reg June 4.
Steel, John Howlett, Bath, Engraver. May 7. Asst. Reg June 4.
Stoney, Joshua, Huddersfield, York, Yarn Spinner. May 16. Asst. Reg June 2.
Tothill, Robt Thompson, Lpool, Painter. May 29. Comp. Reg June 4.
Wanless, Geo, Bishopwearmouth, Durham, Travelling Draper. May 7. Comp. Reg June 2.
Watts, Geo Jonathan, Chester, Contractor. May 8. Asst. Reg June 2.
Wells, John, Leicester, Innkeeper. May 9. Comp. Reg June 4.
Wheeler, Alfred, Winchester, Southampton, Builder. May 31. Asst. Reg June 4.
White, Wm, North Shields, Northumberland, Ship Chandler. May 7. Conv. Reg June 2.
Williams, Danl, Aberavon, Glamorgan, Grocer. May 14. Comp. Reg June 1.

Bankrupts.

FRIDAY, June 1, 1866.

To Surrender in London.

Abell, Thos, Merton, Surrey, out of business. Pet May 29. June 27 Edwards, Bush-lane, Cannon-st.
Bottin g, Hy John, Gravesend, Kent, Grocer. Pet May 29. June 13 at 1. Wild & Barber, Ironmonger-lane.

Chapman, Wm, Thomas-st, Burdett-rd, Limehouse, Builder. Pet May 28. June 13 at 12. Harper, Philpot-lane.
Collard, Telemachus, Reform-st, Andover-rd, Holloway, Carpenter. Pet May 26. June 12 at 12. Willis, New-inn, Strand.
Collis, Saml, Prisoner for Debt, London. Pet May 28 (for pau). June 13 at 1. Munday, Essex-st, Strand.
Colkett, Hy John, Custom-house-ter, Victoria-dock, Shipkeeper. Pet May 28. June 13 at 12 Sismey, Serjeant's-inn, Fleet-st.
Crossman, Cranford, Somerset-st, Portman-sq, Major. Pet May 28. June 13 at 11. Goldrick, Strand.
Eades, Geo Albert Heywood, Shadwell, Iron Merchant. Pet May 26. June 12 at 2. Elderton, Pump-ct, Temple.
Elwyn, Alfred John, Grafton-ter, Haverstock-hill, Commercial Clerk. Pet May 28. June 12 at 2. Sole & Co, Aldermanbury.
Fisher, Geo, Norwich, Leather Seller. Pet May 30. June 13 at 1. Doyle, Verulam-buildings, Gray's-inn.
Fortin, Victoria, Howland-st, Fitzroy-sq, no trade. Pet May 28. June 20 at 1. Goatley, Bow-st, Covent-garden.
Franklin, Thos, Hitchin, Herts, Plumber. Pet May 29. June 27 at 11. Hall, Coleman-st.
Goodman, Geo Fredk, Milton-next-Gravesend, Kent, Gent. Pet May 28. June 13 at 11. Arnold, Gravesend.
Griggs, Richd, St. Mark's-ter, Notting-hill, Fishmonger. Pet May 24. June 11 at 2. Pain, Marylebone-rd.
Griffiths, Griff, Prisoner for Debt, London. Pet May 26 (for pau). June 20 at 12. Munday, Essex-st, Strand.
Halkett, Alexander, Penton-pl, Newington, Boot Manufacturer. Pet May 29. June 13 at 1. Scard, Great St. Helen's.
Hollis, Wm Joseph, Prisoner for Debt, London. Pet May 28 (for pau). June 27 at 11. Munday, Essex-st, Strand.
Keen, Wm, Walthamstow, Essex, Clerk. Pet May 30. June 13 at 1. Lewis & Lewis, Ely-pl, Holborn.
Key, Erasmus, Brunswick-pl, City-rd, out of business. Pet May 28. June 12 at 2. Earle, Charles-sq, Hoxton.
Kite, Wm, Ware, Hertford, Flour Merchant. Pet May 26. June 20 at 12. Longman & Co, Hertford.
Larner, Robt, Dartford, Kent, Journeyman Paper Mould Maker. Pet May 29. June 20 at 2. Gibson, Abchurch-yd.
Lerche, Hy, Blenheim-st, New Bond-st, Tailor. Pet May 29. June 13 at 12. Allen, Chancery-lane.
Lyon, Jas Walter, Poultry, Banker. Pet May 29. June 12 at 1. Smith & Co, Broad-st.
Newton, Hy Chas, Prisoner for Debt, London. Pet May 30 (for pau). June 27 at 12. Tonge, Talbot-rd, Camden-rd-villas.
Pether, Saml, Church-rd, Battersea, Engineer. Pet May 29. June 12 at 1. Condy, Strand.
Pollard, Marion, Salisbury, Wilts, Milliner. Pet May 28. June 12 at 2. Venning & Co, Tokenhouse-yd.
Schondorf, Saml, Copthall-ct, Throgmorton-st, Comm Agent. Pet May 30. June 27 at 12. Edwards, Bush-lane, Cannon-st.
Seaton, Thos, Cowley, Oxford, out of business. Pet May 28. June 20 at 1. Munday, Essex-st, Strand.
Southgate, Wm, Catfield, Norfolk, Butcher. Pet May 28. June 13 at 11. Linklaters & Co, Walbrook.
Taylor, Edwd Thos, Prisoner for Debt, London. Pet May 28 (for pau). June 20 at 2. Munday, Essex-st, Strand.
Warner, Sewall, Minories, Ship Chandler. Pet May 24. June 20 at 11. Ashurst & Co, Old Jewry.
Winser, Albert, Brighton, Watchmaker. Pet May 26. June 20 at 11. Linklaters & Co, Walbrook.

To Surrender in the Country.

Ambler, Wm Hammond, Bishop Auckland, Durham, Draper. Pet May 30. Newcastle-upon-Tyne, June 15 at 12. Bousfield, Newcastle-upon-Tyne.
Antill, Alfred, & Wm Wilkinson, Birm, Manufacturers. Pet May 16. Birm, June 13 at 12. Fitter, Birm.
Beaseley, Wm, Mollington, Oxford, Saddler. Pet May 28. Banbury, June 7 at 10. Pellatt, Banbury.
Bodger, Chas, Elton, Huntingdon, Tailor. Pet May 24. Oundle, June 12 at 10. Rutland, Peterborough.
Carey, Jane, Winchester, Southampton, Licensed Victualler. Pet May 26. Winchester, June 11 at 11. Chandler, Basingstoke.
Davies, David, Machynlleth, Montgomery, Grocer. Pet May 28. Machynlleth, June 21 at 10. Williams, Dolgelley.
Davies, John, Middlesbrough, York, Shoemaker. Pet May 30. Stockton-on-Tees, June 13 at 11. Dobson, Middlesbrough.
Davies, John, Llanstephan, Carmarthen, Blacksmith. Pet May 25. Carmarthen, June 11 at 10. Lloyd, Carmarthen.
Dunning, Richd, Stapleton, Gloucester, Licensed Victualler. Pet May 30. Bristol, June 15 at 12.
Elger, Jas Wentworth, Parkhurst, Isle of Wight, Clerk. Pet May 26. Newport, June 13 at 11. Beckingsale, Newport.
Figg, Thos, Prisoner for Debt, Oxford. Adj May 21. Oxford, June 11 at 10.
Fletcher, Geo, Sutton-under-Brailes, Gloucester, Farmer. Pet May 29. Bristol, June 13 at 11. Hancock & Hiron, Shipton-on-Stour.
Hawkes, Ann, Walsall, Stafford, Licensed Victualler. Pet May 31. Birm, June 18 at 12. Wilson, Lichfield.
Hellier, Saml Rooke, Bath, Manager to a Licensed Victualler. Pet May 29. Bath, June 15 at 11. Collins, Bath.
Higgins, Edwd, Burnham, Somerset, Saddler. Pet May 28. Weston-super-Mare, June 11 at 12.30. Reed & Cook.
Hogan, Patrick, Salford, Lancaster, Shoe Manufacturer. Pet May 23. Manch, June 15 at 11. Marsland & Addleshaw, Manch.
Holmes, Elisha, Prisoner for Debt, Chester. Adj May 9. Chester, June 11 at 11. Whitlow, Altrincham.
Jameson, Thos, Blackhill, Durham, Beerhouse Keeper. Pet May 26. Newcastle-upon-Tyne, June 15 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Johnson, Joseph, Llanllechid, Carnarvon, Grocer. Pet May 21. Bangor, June 11 at 10. Williams, Carnarvon.
Jones, Chas, Bristol, Lodging-house Keeper. Pet May 28. Bristol, June 15 at 12. Hill.
Kinsman, Saml, Burnham, Somerset, Bookseller. Pet May 25. Weston-super-Mare, June 11 at 12. Reed & Cook, Bridgwater.
Lewis, John, Pengraigwen, Anglesey, Farmer. Pet May 29. Lpool, June 15 at 12. Evans & Co, Lpool.
Plumb, Robt, Birm, Cooper. Pet May 28. Lichfield, June 13 at 10. Wilson, Lichfield.
Richards, Wm Hy, Ashburton, Devon, Mine Agent. Pet May 30, Exeter, June 13 at 11. Hirtzel, Exeter.
Robson, Ellen, North Shields, Northumberland, Innkeeper. Adj May 17. Morpeth, June 11 at 10. Lowrey, North Shields.
Rogers, Joseph, Nuneaton, Warwick, Labourer. Pet May 26 (for pau). Birm, June 15 at 12.
Smith, Thos Jas, Luton, Bedford, Tailor. Pet May 29. Luton, June 12 at 10. Conquest & Stimson, Bedford.
Snook, Joseph, Southsea, Hants, Carpenter. Pet May 28. Portsmouth, June 15 at 11. White, Portsea.
Thorp, Wm, Prisoner for Debt, Oxford. Pet May 19 (for pau). Oxford, June 11 at 10. Mills, Bicester.
Tomlinson, John, West Gorton, Lancaster, Joiner. Pet May 23. Manch, June 15 at 11. Leigh, Manch.
Tuckwell, Wm, Prisoner for Debt, Oxford. Pet May 19 (for pau). Oxford, June 11 at 10. Mills, Bicester.
Turton, Geo, Kirkburton, nr Huddersfield, Manufacturer. Pet May 30. Leeds, June 14 at 11. Sykes, Huddersfield.
Westoby, Joh Palmer, East Halton, Lincoln, Farmer. Pet April 13. Leeds, June 13 at 12. Spurr, Hull.
White, John, Eston, York, Blacksmith. Pet May 30. Stockton-on-Tees, June 13 at 12. Griffin, Stockton.
Williams, Wm, Birkenhead, Chester, Book-keeper. Pet May 28, Lpool, June 14 at 11. Pemberton, Liverpool.
Wilson, Thos, Cleaton Moor, Cumberland, Journeyman Butcher. Pet May 30. Whitehaven, June 13 at 10. Mason, Whitehaven.

Tuesday, June 5, 1866.

To Surrender in London.

Allen, Harriet Mary, Prisoner for Debt, London. Pet May 31 (for pau). June 18 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Barns, Joseph, Walworth-rd, Poulterer. Pet May 31. June 18 at 12. Heathfield, Lincoln's-inn-fields.
Coker, John, jun, Stratford, Essex, Contractor. Pet May 30. June 19 at 11. Stocken, Leadenhall-st.
Colkett, Thos, West Ham, Essex, Oil and Colourman. Pet June 1. June 18 at 12. Sismey, Serjeant's-inn, Fleet-st.
Coleman, Wm John, South-row, Covent Garden Market, Potato Salesman. Pet May 31. June 19 at 12. Poole, Bartholomew-close.
Elsdon, Geo, Leyton, Essex, Grocer. Pet May 31. June 19 at 12. Spencer, Coleman-st.
Foot, Hy, Steward-st, Spitalfields, Silk Merchant. Pet June 2. June 19 at 1. Poole, Bartholomew-close.
Gibbins, Thos, Stowe, nr Weedon, Northampton, Farmer. Pet May 29. June 27 at 11. Lewis, Gt Marlborough-st.
Goulder, Chas, Deptford, Kent, Photographic Artist. Pet June 2. June 18 at 1. Hicks, Moorgate-st.
Hall, Wm, White Hart-st, Drury-lane, out of business. Pet June 1. June 18 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Hindmarsh, Hy, Pennyfields, Poplar, Ship Owner. Pet May 31. June 19 at 11. Goatley, Bow-st, Covent-garden.
Howard, Wm Fras, Auckland-rd, Victoria-park, out of business. Pet May 30. June 19 at 11. Dowse, New-inn, Strand.
Johnson, Joseph, Chester-st, Kennington-cross, Cab Proprietor. Pet June 2. June 18 at 1. Steadman, Coleman-st.
Jones, Edmd Hy, Crane-grove, Holloway, Manufacturer's Clerk. Pet May 28. June 20 at 1. Buchanan, Basinghall-st.
Loader, John, Kender-st, Queen's-rd, Peckham, Journeyman Hairdresser. Pet May 31. June 18 at 11. Munday, Basinghall-st.
Madams, Wm Edwd, Prisoner for Debt, London. Pet May 31. June 18 at 11. Edwards, Bush-lane, Cannon-st.
Marsh, Richd, Lee, Kent, Grocer. Pet May 26. June 19 at 2. Ingle & Co, King William-st.
McDonald, Kenneth, Meredith-st, Clerkenwell, Bootmaker. Pet June 2. June 27 at 2. Lloyd, St. Swithin's-lane.
Nash, Jas, Prisoner for Debt, London. Pet May 31 (for pau). June 27 at 1. Kent, Cannon-st.
Neck, Thos, Westmoreland-pl, Westmoreland-rd, Walworth, Assistant Warehouseman. Pet May 20. June 20 at 2. Buchanan, Basinghall-st.
Plumbridge, Jas, Great Marlow, Buckingham, Builder. Pet May 31. June 27 at 12. Cox, St. Swithin's-lane.
Reed, Walker, Blythe-ter, Upper Marsh, Lambeth. Pet June 1. June 19 at 12. Fallowes & Son, Carlton-chambers, Regent-st.
Riley, Wm, Prisoner for Debt, York. Adj May 25. June 19 at 1.
Roberts, Hy, Redbridge, Southampton, Innkeeper. Pet June 1. June 19 at 12. Paterson & Son, Bouverie-st.
Scott, Thos, Albany-st, Regent's-park, Builder. Pet May 30. June 19 at 11. Edwards, Bush-lane, Cannon-st.
Shewell, Alfred John, Great Russell-st, Bloomsbury, Flour Factor. Pet June 1. June 18 at 12. Harrison & Lewis, Old Jewry.
Smith, Hy, Prisoner for Debt, London. Pet May 31. June 18 at 11. Nicholson, Lime-st.
Tranter, John Danl, Cambridge, Printer. Pet May 28. June 18 at 1. Cole, Essex-st, Strand.
Wallace, Jas, Capland-mews, Lisson-grove, Marylebone, Coach Maker. Pet May 31. June 27 at 1. Marshall, Lincoln's-inn-fields.

To Surrender in the Country.

Atkinson, Hy, jun, Huddersfield, York, Artificial Manure Manufacturer. Pet May 29. Huddersfield, June 18 at 10. Bottomley, jun, Huddersfield.
Baggott, Robt, Hereford, Groom. Pet June 1. Hereford, June 19 at 10. Averill, Hereford.
Beaty, Geo Hilton, Chester-le-Street, Durham, Woollen Draper. Pet June 1. Newcastle-upon-Tyne, June 18 at 12. Thompson & Lisle, Durham.
Beech, John, Sandbach, Chester, Joiner. Pet May 29. Congleton, June 9 at 4.30. Welch & Burditt, Sandbach.
Bown, John, Darley, Derby, Labourer. Pet May 30. Wirksworth, June 16 at 12. Cutts, Chesterfield.
Brown, Richd, Halifax, York, Hat Manufacturer. Pet May 30. Halifax, June 15 at 10. Jubb, Halifax.
Brunt, Walter, Hazlebarrow, nr Upper Hulme, Stafford, out of business. Pet June 2. Leek, June 14 at 11. Redfern, Leek.

Bryan, Jas, Leamington Priors, Warwick, Furniture Broker. Pet May 26. Warwick, June 16 at 11. Griffin, Coventry.
Clegg, John, Britannia, nr Bacup, Lancaster, Innkeeper. Pet May 31. Bacup, June 19 at 11. Wright, Bacup.
Cooke, Broadrick, Halton, Carlisle, Cumberland, Innkeeper. Pet May 31. Carlisle, June 19 at 10. Donald, Carlisle.
Cole, Cornelius Cornock, jun, Pembrey, Carmarthen, no business. Pet May 31 Bristol, June 15 at 11. Harwood, Bristol.
Cossins, Jas Garrey, Exeter, Tobacconist. Pet May 30. Exeter, June 20 at 1. Sanders & Burch, Exeter.
Croft, Fras Wm, Prisoner for Debt, Bristol. Adj June 1 (for pau). Bristol, June 15 at 12.
Day, Geo Wilson, Southampton, Builder. Pet June 1. Southampton, June 20 at 12. Mackey, Southampton.
Eskdale, Robt, Tonbridge Wells, Kent, Tea Dealer. Pet June 1. Tonbridge Wells, June 18 at 2. Palmer, Tonbridge.
Gould, John Edwd, Kendal, Westmorland, Hosier. Pet May 31. Kendal, June 15 at 11. Thomson, Kendal.
Hackwood, Saml, Wednesbury, Stafford, Furniture Broker. Pet May 30. Walsall, June 20 at 12. Sheldon, Wednesbury.
Hearn, Hy Roach, Newport, Isle of Wight, Accountant. Pet May 31. Ryde, June 16 at 11. Hooper, Newport.
Heath, Danl, Manch, out of business. Pet June 1. Manch, June 26 at 9.30. Hodgson, Manch.
Hilton, Jas Gifford, Lpool, Journeyman Cabinet Maker. Pet May 31. Lpool, June 15 at 3. Blackhurst, Lpool.
Illingworth, Robt, Blackburn, Lancaster, Pipe Dealer. Adj Jan 17. Blackburn, June 21 at 11.
Little, John, Manch, Boot Maker. Pet June 1. Manch, June 26 at 9.30. Mann, Manch.
Longbottom, Robt, Claypole, Lincoln, Tailor. Pet June 2. Newark, June 16 at 10. Ashley, Newark-upon-Trent.
Marsden, Jas, Ossett, York, Joiner. Pet June 1. Dewsbury, June 15 at 3. Stringer, Ossett.
Maunder, Michael, Bodmin, Cornwall, Jeweller. Pet June 2. Exeter, June 20 at 1. Terrell, Exeter.
McGregor, Alexander, Lpool, Corn Broker. Pet June 2. Lpool, June 15 at 11. Barrell, Lpool.
Merrett, Jonathan, Landport, Hants, Fishmonger. Pet May 30. Portsmouth. June 21 at 11. White, Portsea.
Mordan, John Wheeler, Ledbury, Hereford, Boot Maker. Pet June 2. Birm, June 18 at 12. Reece & Harris, Birm.
Naylor, Wm, Worksop, Nottingham, Chemist. Pet June 1. Worksop, June 13 at 10. Hodding, Worksop.
Olpherts, Geo Edwd, Prisoner for Debt, Lancaster. Adj March 14. Lancaster, June 18 at 11. Peacock, Manchester.
Owen, Benj, Milton-next-Gravesend, Kent, Common Brewer. Pet June 1. Gravesend, June 18 at 11. Sharland, Gravesend.
Piggott, Geo, Chester, Woollen Draper. Pet June 1. Chester, June 15 at 11. Churton, Chester.
Rawstorne, Chas, Preston, Lancaster, Porter. Pet June 2. Preston, June 23 at 10. Edelston, Preston.
Rochell, Jas John, Birm, Provision Dealer. Pet May 29. Birm, June 22 at 10. Allen, Birm.
Russell, Thos, Brandon, Suffolk, Watchmaker. Pet June 1. Thetford, June 19 at 3. Walpole, Northwold.
Slych, John, Stenson, Derby, Farmer. Pet June 4. Birm, June 22 at 11. Bass & Jennings, Burton-upon-Trent.
Syred, Hy, St Helen's, Lancaster, Clothier. Pet June 4. Lpool, June 20 at 11. Ansdell & Son, St Helen's.
Weaver, Saml, Flookersbrook, Chester, Farmer. Pet June 1. Chester, June 15 at 11. Cartwright, Chester.
West, Ward, Bradford, York, Clerk. Pet June 1. Bradford, June 19 at 9.45. Hill, Bradford.

BANKRUPTCIES ANNULLED.

FRIDAY, June 1, 1866.

Curgenven, Saml Lavalliere, Capt. H. M.'s Military Train. May 11.
McIntyre, Chas, Newcastle-upon-Tyne, Rivet Maker. May 30.

SOLICITORS' BENEVOLENT ASSOCIATION.

INSTITUTED 1858.

THE SIXTH ANNUAL FESTIVAL,

IN AID OF THE FUNDS OF THIS ASSOCIATION, WILL TAKE PLACE AT

THE NEW INNS OF COURT HOTEL, LONDON,

ON FRIDAY, THE 22ND OF JUNE, 1866.

THE RIGHT HON. THE LORD CHIEF JUSTICE OF ENGLAND

IN THE CHAIR.

Tickets for the Dinner, One Guinea each, may be obtained of the Secretary, or of any of the Stewards. Dinner on Table at Half-past Six o'clock.

9, Clifford's Inn, London, E.C. THOMAS EIFFE, *Secretary*,

THE LANDS IMPROVEMENT COMPANY (incorporated by Special Act of Parliament in 1853), Right Hon. Lord NAAS, M.P., Chairman.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation and warping, embanking, enclosing, clearing reclamation, planting for any beneficial purpose, engines or machinery for drainage or irrigation.
2. Farm roads, tramways, and railroads for agricultural or farming purposes.
3. Jetties or landing places on the east coast, or on the banks of navigable rivers or lakes.
4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

The Company will also negotiate the rent-charges obtained by Landowners under the Improvement of Land Act, 1864, in respect of their subscription of shares in a railway or canal company.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

Apply to FRANCIS B. MAULE, Esq., Secretary, 3, Parliament-street, London, S.W.

LAW PRINTING.

YATES AND ALEXANDER,
LAW AND PUBLIC COMPANIES PRINTERS,
7, 8, 9, *Church Passage, Chancery Lane, E.C.*,

Invite the attention of the Legal Profession to the superior advantages their Office affords for the execution of every description of Printing. They invite orders for—

PARLIAMENTARY BILLS, APPEALS, BILLS OF COMPLAINT, ANSWERS
And all Legal Documents.

MEMORANDUMS AND ARTICLES OF ASSOCIATION.

PROSPECTUSES, and all work in connection with Public Companies.
Particulars and Conditions of Sale, Auctioneers' Catalogues, Posters, &c.

BILLS OF COMPLAINT AND ANSWERS,
FOR CASH,
PER **4s. 6d.** PAGE,

A Lower Charge than has hitherto been offered by the Trade.

PRICE IF PUT TO ACCOUNT,

	10 Copies.	20 Copies.	30 Copies.	50 Copies.
8 pages.....	£2 2s. 0s.	£2 3s. 6d.	£2 4s. 6d.	£2 6s. 6d.

YATES & ALEXANDER,
LAW, PARLIAMENTARY, AND GENERAL PRINTERS,
7, 8, 9, Church Passage, Chancery Lane, E.C.

PHILLIPS & COMPANY'S TEAS ARE BEST AND CHEAPEST. STRONG to FINE BLACK TEA, 1s. 6d., 2s., 2s. 6d., 3s., 3s. 4d. Most Delicious Black Tea is now only 3s. 6d. per pound. Pure, Rich, Rare, Choice Coffee, 1s. 4d., 1s. 6d., 1s. 8d. PHILLIPS & CO., TEA MERCHANTS, 8, King William-street, City, London, E.C.

A price current free. Sugars at market prices.

PHILLIPS & CO., send all goods Carriage Free within eight miles of No. 8, King William-street. 40s. worth Carriage Free to any Railway Station or Market Town in England. Phillips & Co. have no agents, nor any connexion with any house in Worcester or Swansea.

COUNCIL OF LAW REPORTING.—THE LAW REPORTS.—The Sixth Parts of the Equity and Common Law Series, the Second Part of the Appellate Series, and the Third Part of the Statutes are now ready.

WM. CLOWES & SONS, 51, Carey-street, Lincoln's-inn, W.C.

METROPOLITAN DISTRICT RAILWAY COMPANY.—NOTICE IS HEREBY GIVEN, that the Transfer Books will be closed from the 25th to the 30th day of June, preparatory to the payment of the Half-year's Interest due by the Contractors on the 1st of July next.

PROVISIONAL SCRIP CERTIFICATES
FULLY PAID UP £100 BEARING 6 PER CENT. PER ANNUM,
AND
ORDINARY £10 PAID BEARING 5 PER CENT. PER ANNUM,

must be forwarded to the Registrar at the offices of the Company, in order that the Dividend Warrants may be duly prepared.

GEORGE HOPWOOD, Registrar.

6, Westminster-chambers, Victoria-street, S.W.

MIDLAND RAILWAY.—TOURIST TICKETS at Cheap Fares, available for One Calendar Month, are ISSUED at the Midland Booking Office, King's Cross, and other principal Stations; also in London, at Cook's Excursion and Tourist Office, 98, Fleet-street, corner of Bride-lane—to

SCOTLAND—Edinburgh, Glasgow, Stirling, Perth, Dundee, Montrose, Aberdeen, Inverness, &c.

IRELAND—Belfast, Portrush, for Giant's Causeway.

LAKE DISTRICT—Windermere, Furness Abbey, Ulverstone, Grange, Coniston, Penrith, Keswick, Morecambe, &c.

SEA-SIDE and BATHING-PLACES—Scarborough, Whitby, Filey, Bridlington, Redcar, Saltburn, Seaton, Tynemouth, Withernsea, Hornsea, Harrogate, Matlock, Buxton, &c., &c.

Programme and Full Particulars may be obtained at all the Company's Stations and Receiving Offices.

Inquire at King's Cross for Tickets viâ Midland Railway.

JAMES ALLPORT, General Manager.

Derby, 1866.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the present year will take place at the LONDON TAVERN, on the following days, viz.:—

Friday, July 13.	Friday, September 14.	Friday, November 16.
Friday, August 10.	Friday, October 12.	Friday, December 14.

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 35, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Landed Investments, House Property, Ground Rents, &c.

MR. ROBINS, of 5, Waterloo-place, Pall-Mall, S.W. (Established in the Piazza, Covent Garden, 1780), has for Sale, by private contract, some very desirable FREEHOLD ESTATES, especially one in Shropshire of 400 acres (in two farms), to be sold to pay over 4 per cent.; and two capital farms in Warwickshire, of 120 acres, and 124 acres respectively. Also, about One Hundred Lots of Freehold and Leasehold Property, including many very sound and eligible investments. A List sent post free.—Address as above.

BROOKS & SCHALLER (removed from Piccadilly)—The INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 25, Charles-street, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 28th of each month.

ESTATES AND HOUSES, Country and Town Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—Mr. JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 28th of each month.

In the Press. Second edition, 12s. 6d.

GRADY ON FIXTURES AND DILAPIDATIONS, ECCLESIASTICAL AND LAY.

YATES & ALEXANDER, Church-passage, Chancery-lane.

EUROPEAN ASSURANCE SOCIETY.

AT THE

ORDINARY GENERAL MEETING OF SHAREHOLDERS,

HELD AT THE

CHIEF OFFICES OF THE SOCIETY, 316, REGENT STREET, LONDON,

ON

FRIDAY, the 1st of JUNE, 1866,

HENRY WICKHAM WICKHAM, Esq., M.P., IN THE CHAIR,

IT WAS ANNOUNCED THAT—

The Premiums on the New Life and Guarantee Policies issued during the year amounted to....	£43,463	6	0
In the Fire Department, the Premiums on New Business amounted to	£18,962	13	5
Making the Total of Premiums on the New Business of the year	£62,425	19	5
The gross amount received in Premiums during the year was.....	£310,623	11	7
The Life, Fire, and Guarantee Claims paid during the year amounted, including Bonus additions to	£205,160	5	0

It was stated that the progress of the Society's Premium Revenue continued satisfactory, it having now reached the sum of £310,623, as against £169,658 in 1864, and 119,526 in 1860.

The 31st of December last being the time appointed by the Deed of Settlement for an actuarial investigation of the affairs of the Society, the Directors have caused the necessary arrangements to be made for that purpose, and the result of such investigation will be communicated to the Shareholders as soon as it has been completed.

In the interim the warrants for the payment of the usual Interest, due June the 30th, at the rate of Five per cent., will be issued, payable on and after the 23rd day of July next.

James Furnell, John Hedgins, Thomas Carlyle Hayward, and Robert Norton, M.D., Esqrs., Directors, and F. W. Goddard, Esq., Auditor, were re-elected.

HENRY LAKE, Manager.

United Law Clerks' Society.

Patrons.—THE RIGHT HON. THE LORD HIGH CHANCELLOR; THE RIGHT HON. LORD CHELMSFORD.

Trustees.—EDWARD S. BIGG, Esq.; FRANCIS T. BURCHAM, Esq.; NATHANIEL C. MILNE, ESQ.

The Thirty-fourth Anniversary Dinner

WILL TAKE PLACE AT

THE FREEMASONS' TAVERN, GREAT QUEEN STREET,

ON FRIDAY, 15th JUNE, 1866.

The Hon. Mr. JUSTICE LUSH in the Chair.

HONORARY STEWARDS.

The Rt. Hon. Lord Chief Justice Erle
The Rt. Hon. Lord Chief Baron Pollock
The Rt. Hon. Lord Justice Turner
The Hon. Mr. Baron Martin
The Hon. Mr. Baron Bramwell
Her Majesty's Attorney-General
John Bally, Esq., Q.C.
Richard Baggallay, Esq., Q.C., M.P.
Sir Hugh Cairns, Q.C., M.P.
W. T. S. Daniel, Esq., Q.C.
The Hon. G. Denman, Q.C., M.P.
T. W. Greene, Esq., Q.C.
Henry Hawkins, Esq., Q.C.
W. M. James, Esq., Q.C.
J. J. Johnson, Esq., Q.C.
D. D. Keane, Esq., Q.C.
John Locke, Esq., Q.C., M.P.
Richard, Malins, Esq., Q.C.
Clement Milward, Esq., Q.C.
J. Osborne, Esq., Q.C.
J. J. Powell, Esq., Q.C., M.P.
John Rolt, Esq., Q.C., M.P.
Thomas Southgate, Esq., Q.C.
Thomas Webster, Esq., Q.C.
Mr. Serjeant Tindal Atkinson
Mr. Serjeant Hayes
W. H. Bodkin, Esq.
Dr. Wambey
John Bullar, Esq.
John Clerk, Esq.
Montague H. Cookson, Esq., D.C.L.
J. C. F. S. Day, Esq.
J. W. Dunning, Esq.
Henry C. Lopes, Esq.
John Pearson, Esq.
C. T. Simpson, Esq.
R. E. Turner, Esq.
Francis Webb, Esq.
Mr. Secondary Potter
W. H. Ashurst, Esq.
Samuel Bircham, Esq.
J. Bird, Esq.
A. R. Bristowe, Esq.
John Bishop, Esq.
D. S. Bockett, Esq.
John Clulow, Esq.
W. S. Cookson, Esq.
W. R. Drake, Esq.
John P. Fearon, Esq.
G. B. Gregory, Esq.
T. G. Groves, Esq.
Alfred Hall, Esq.
Charles Lawrie, Esq.
Thomas Loftus, Esq.
J. Maynard, Esq.
Charles Milne, Esq.
T. J. Nelson, Esq.
H. Leigh Pemberton, Esq.
G. T. Porter, Esq.
J. Anderson Rose, Esq.
W. Castle Smith, Esq.
Herbert Sturmy, Esq.
G. B. Townsend, Esq.
Reginald Ward, Esq.
A. W. White, Esq.

ACTING STEWARDS.

Mr. A. Cooke
Mr. E. D. Garwood
Mr. J. Green
Mr. G. A. Goold
Mr. W. R. Ives
Mr. J. Layton
Mr. John Martin
Mr. W. Noad
Mr. J. R. Perry
Mr. T. G. Sheppard
Mr. G. C. Sherman

DINNER ON TABLE AT SIX O'CLOCK PRECISELY.

TICKET, ONE GUINEA.

HARRY G. ROGERS, *Secretary.*